

C O P Y

134

UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY  
CASE NO. 06CV4701 (JAG)

BASSEM KANDIL and FLORA  
KANDIL, his wife,

Plaintiffs,

v.

POLICE OFFICER GARY  
YURKOVIC, POLICE OFFICER  
ANTHONY MARK ABODE, POLICE  
OFFICER WILLIAM C. OELS,  
III, SERGEANT WILLIAM OELS,  
CHIEF OF POLICE, CITY OF  
NEW BRUNSWICK POLICE  
DEPARTMENT, MIDDLESEX  
COUNTY PROSECUTOR'S OFFICE,  
MIDDLESEX COUNTY  
CORRECTIONAL FACILITY, JOHN  
DOE SUPERVISING OFFICERS  
1-10, JOHN DOES 1-10, ABC  
CORPS, 1-10,

Defendants.

B E F O R E :

MARYANNE DELPOME BONIELLO, a Certified  
Court Reporter of the State of New Jersey, at the  
offices of NUSBAUM, STEIN, GOLDSTEIN, BRONSTEIN &  
KRON, P.A., 20 Commerce Boulevard, Succasunna, New  
Jersey, on Thursday, May 28, 2009, commencing at 1:35  
p.m. pursuant to Notice.

SUPERIOR COURT REPORTERS, INC.  
Certified Court Reporters  
612 Bergen Boulevard  
Ridgefield, New Jersey 07657  
(201) 941-1550

DEPOSITION UNDER

ORAL EXAMINATION

OF:

ROBERT D. KOBIN, ESQ.

VOLUME 2  
PAGES 132-141

132

1 R O B E R T D. K O B I N, E S Q ..

2 20 Commerce Boulevard, Succasunna, New Jersey, having  
3 been previously sworn, was examined and testified as  
4 follows:

5 D I R E C T E X A M I N A T I O N B Y M R . C O N N E L L :

6 Q. Good afternoon, Mr. Kobin. We're again  
7 proceeding with your deposition, and when we're done  
8 with your deposition we're going to continue with  
9 Susan Reed's deposition.

10 You obviously understand the parameters  
11 of the deposition and that you're still under oath.

12 Right?

13 A. Yes.

14 Q. When you left the courthouse on  
15 November 9th, 2005 after your appearance before Judge  
16 DeVesa -- strike the question and start over.

17 When you were presented with the  
18 conditions of PTI that morning of November 9, 2005 and  
19 before you spoke with your client, had you formulated  
20 a strategy or position whether or not you were going  
21 to object to that condition?

22 A. Between the time -- between the time I  
23 was handed the --

24 Q. Yeah. In other words, after you read the  
25 document, and you had testified that you then went

A P P E A R A N C E S :

NUSBAUM, STEIN, GOLDSTEIN, BRONSTEIN & KRON, P.A.  
BY: ROBERT D. KOBIN, ESQ.  
Attorneys for Plaintiffs

DWYER, CONNELL & LISBONA, ESQS.  
BY: WILLIAM T. CONNELL, ESQ.  
Attorneys for Defendant P.O. Gary Yurkovic

GOLDEN, ROTHSCHILD, SPAGNOLA, LUNDELL, LEVITT &  
BOYLAH, P.C.  
BY: GARY S. SPAGNOLA, ESQ.  
Attorneys for Defendant P.O. Anthony Mark Abode

HOAGLAND, LONGO, MORAN, DUNST & DOUKAS, LLP  
BY: SUSAN K. O'CONNOR, ESQ.  
Attorneys for Defendants City of New Brunswick, New  
Brunswick Police Department and Director  
Joseph Cataneo

MICHAEL J. STONE, ESQ.  
Attorneys for Defendant P.O. William Oels, III

LAWRENCE Y. BITTERMAN, ESQ.  
Attorney for P.O. Yurkovic, P.O. William C. Oels,  
III, and Sergeant William Oels on punitive damages  
claim

I N D E X

WITNESS	PAGE
ROBERT D. KOBIN, ESQ.	
Direct by Mr. Connell	134
Cross by Mr. Stone	180
Cross by Mr. Spagnola	224
Cross by Ms. O'Connor	235

E X H I B I T S

NO.	DESCRIPTION	PAGE
Kobin-1	Handwritten notes, 3 pgs.	206

133

1 outside and talked with your client about it, his  
2 mother was present and you talked to him about the  
3 condition and you also talked to him about his options  
4 with respect to PTI, had you at that time formulated a  
5 strategy as to whether or not you were going to object  
6 to the condition or whether you were going to object  
7 to the judge when you were placing this on the record  
8 or that you intended to do something subsequently?

9 A. Had not decided on any of those things,  
10 any of the above.

11 Q. Okay. But it's clear that you didn't  
12 object to the condition to Judge DeVesa on the record  
13 or even off the record; is that fair?

14 A. Are we talking about before I spoke to my  
15 client or after I spoke to my client?

16 Q. Right now we're talking about the judge.

17 A. Oh, by the time I got to the judge?

18 Q. Yeah. You did not mention to the judge  
19 off the record that you objected to this condition of  
20 the release being part of the entry into PTI, did you?

21 A. No, no. You're talking about my  
22 strategy. Obviously, when I went on the record --

23 Q. Listen to my question. Okay?

24 A. Okay.

25 Q. My question is when you ultimately spoke

	136		
1	to Judge DeVesa -- and you already knew now that there	1	your client concerning what your strategy was going to
2	was a condition of his entry into PTI was signing this	2	be about the execution of the release and hold
3	release -- did you object to Judge DeVesa off the	3	harmless agreement?
4	record?	4	A. I don't know if I had a conversation with
5	A. No.	5	him that day. But the only reason I interjected
6	Q. Okay. On the record did you object to	6	myself, I think that you go to another building where
7	Judge DeVesa that you had any problems with this	7	you walk your client over for -- once you're admitted
8	condition being part of his entry into PTI?	8	into the PTI program. And I think I walked him over
9	A. First of all, I did not speak to Judge	9	to another building where you sign in and then you
10	DeVesa off the record that day.	10	wait for someone to come out. So that probably is
11	Q. Then you answered my question; no.	11	where the bulk of the conversation took place that
12	A. Right.	12	day.
13	Q. Okay.	13	Q. Let's talk about it there then.
14	A. And so on the record is what we've gone	14	A. That's the only reason. You talked about
15	over and I've already said that the transcript is what	15	leaving the courthouse, but we had to walk over to
16	it is.	16	another building.
17	Q. Okay. And you did not mention anything	17	Q. I said leaving the courtroom.
18	in that regard concerning a problem that you had with	18	And before you left the courthouse -- and
19	the condition; is that fair?	19	what I meant is understanding that you also went and
20	A. I've answered that question I think	20	helped him apply to PTI at that time as well --
21	several times.	21	actually, what did you do when you left the courtroom
22	MR. STONE: No, you haven't. You just	22	and you went to that other building?
23	said that the record is the record. Do you agree	23	A. I think I walked over to the other
24	that's what the record says?	24	building with him. The main topic of conversation was
25	THE WITNESS: I've said that several	25	this condition.
	137		
1	times also.	1	Q. Okay, fine.
2	MR. STONE: Right. Do you agree it is	2	A. And at least in my mind the main topic of
3	not in the record that you made any complaints?	3	conversation was that condition.
4	THE WITNESS: Absolutely. The last time	4	Q. That's your best recollection?
5	we were here I said review the record, mark it for the	5	A. They may have had other issues, but
6	dep and that's the record.	6	because of the other things in PTI, in my mind, are
7	MR. BITTERMAN: You also answered my	7	rather routine, there was no -- they may have had
8	question.	8	other questions, but I was kind of blowing over those,
9	Q. We can also answer the question and we	9	and at least in my mind, the main topic of
10	can agree that you did not mention anything on the	10	conversation was this condition.
11	record to Judge DeVesa complaining about the	11	Q. Okay. And he had already applied for PTI
12	condition?	12	so you weren't over there to do that. What were you
13	A. Correct.	13	there to do?
14	Q. Thank you. When you left the courtroom	14	A. I think -- because I don't do a lot of
15	did you have any further discussions with Mr. Kandil	15	the day-to-day stuff in this, I think when you get
16	concerning that condition of providing the release for	16	admitted they tell you you got to go over to probation
17	the hold harmless agreement before you left the	17	with the order and you sign it. I think you sign up,
18	courthouse?	18	Mr. Connell, for an initial interview or for them to
19	A. Just so I can clarify --	19	get you set up with a probation officer. So I think
20	Q. Let me ask the question again. After you	20	they said go report -- you know, if you get sentenced
21	let the courtroom and you placed this application for	21	they say go report to probation. If you get PTI I
22	PTI and the agreement on the record with Judge DeVesa	22	think they say go over there sign up and they'll give
23	present and the prosecutor present and your client	23	you an appointment. I think that's what needs to be
24	present, after you did that and you walked outside,	24	done, Mr. Connell.
25	before leaving the courthouse did you again speak to	25	Q. Fine. Your recollection is that you went

<p style="text-align: right;">140</p> <p>1 to the probation department to begin to process?</p> <p>2 A. Yes. Yeah.</p> <p>3 Q. And at that time what did you say to</p> <p>4 Mr. Kandil concerning the condition of the release</p> <p>5 while you were in that building?</p> <p>6 A. Well, I'm just saying the conversation</p> <p>7 probably began in the courthouse and walking across</p> <p>8 the street.</p> <p>9 Q. I don't care where it happened. What was</p> <p>10 the conversation?</p> <p>11 A. It was that, generally speaking, this</p> <p>12 is -- I think this release, this whole situation with</p> <p>13 this condition, I know it's against public policy</p> <p>14 because it's unethical. I don't know -- I really was</p> <p>15 a little bit unsure what was going on because I was</p> <p>16 somewhat surprised that the judge didn't say something</p> <p>17 responsive about the condition.</p> <p>18 I expressed to him that I was under the</p> <p>19 impression at that time that there was case law that</p> <p>20 wouldn't -- that suggested that these things were</p> <p>21 inappropriate under the circumstances and I would have</p> <p>22 to think about what to do and what recommendations to</p> <p>23 make to him and I would have to see whether or not</p> <p>24 they actually pressed that condition going forward.</p> <p>25 So I really didn't have good answer. I had those</p>	<p style="text-align: right;">142</p> <p>1 releases, Mr. Connell, the client executes releases,</p> <p>2 as you well know. So my strategy was I had a strategy</p> <p>3 of consulting with my client and determining what he</p> <p>4 would like to do so since I don't execute releases.</p> <p>5 Q. Fine, Mr. Kobin. I understand your</p> <p>6 distinction. Let me clarify the question.</p> <p>7 Did you intend not to prepare the</p> <p>8 document and not to instruct your client to sign a</p> <p>9 document which you both agreed to do in the courtroom</p> <p>10 before you left the courthouse?</p> <p>11 A. Did I instruct him?</p> <p>12 Q. Yes.</p> <p>13 A. No.</p> <p>14 Q. No. My question is when you left that</p> <p>15 courthouse that day or the probation department that</p> <p>16 day, had you already formulated a strategy that you</p> <p>17 were not going to prepare the agreement or release and</p> <p>18 hold harmless agreement. Was that your strategy?</p> <p>19 A. No.</p> <p>20 Q. Was it your strategy at that time that</p> <p>21 you were going to instruct your client not to sign the</p> <p>22 document?</p> <p>23 A. No.</p> <p>24 Q. Was it your strategy at that point that</p> <p>25 you were going to prepare the document, have your</p>
<p style="text-align: right;">141</p> <p>1 answers for him, but as far as strategy and things</p> <p>2 like that, you know, I don't know. Strategy might be</p> <p>3 the wrong word.</p> <p>4 Q. You said that you were also going to see</p> <p>5 whether or not they were going to press the condition.</p> <p>6 Did you have in your mind at that point that you were</p> <p>7 not going to sign the agreement that you agreed to the</p> <p>8 Court that you were going to have signed?</p> <p>9 A. I told you I think last time -- and I'll</p> <p>10 try to repeat myself -- I thought that there were</p> <p>11 three things that would occur or could occur: I would</p> <p>12 move to have it set aside with the client's consent, I</p> <p>13 would execute it or he would execute it. First of</p> <p>14 all --</p> <p>15 Q. You're not answering my question. You've</p> <p>16 got to think about my question and just answer the</p> <p>17 question. I don't need you to rehash other testimony</p> <p>18 or other answers that you've given.</p> <p>19 I just asked you is when you left that</p> <p>20 courthouse did you have as part of your strategy that</p> <p>21 you were not going to prepare that document and see</p> <p>22 whether or not that they would continue to press the</p> <p>23 condition?</p> <p>24 A. First of all, I was never going to</p> <p>25 execute that release in the sense that I don't execute</p>	<p style="text-align: right;">143</p> <p>1 client sign it, but then wait to see whether or not</p> <p>2 you have to provide it to the Court to see whether or</p> <p>3 not the State would press the condition?</p> <p>4 A. You're premising all this that I had a</p> <p>5 strategy.</p> <p>6 Q. Just answer my question. I'm asking if</p> <p>7 that was your strategy. If it wasn't, then you can</p> <p>8 say so.</p> <p>9 A. I object to the form. You're talking</p> <p>10 about strategy. I did not have a strategy when I</p> <p>11 walked out of there. There were options that were</p> <p>12 being considered, sir.</p> <p>13 Q. Mr. Kobin, I will change --</p> <p>14 A. I don't like the word "strategy" and</p> <p>15 since I am the witness --</p> <p>16 Q. That's all you've got to say. You object</p> <p>17 to the word "strategy". I'll rephrase the question.</p> <p>18 You don't have to raise your voice and get upset.</p> <p>19 Mr. Kobin, did you have an intention at</p> <p>20 that time when you left the courthouse on November 9,</p> <p>21 2005 not to prepare the document?</p> <p>22 A. I did not have intention or strategy.</p> <p>23 What I had was options. I was discussing with my</p> <p>24 client potential options.</p> <p>25 Q. So you're saying you didn't form an</p>

	144	
1	intent not to sign the document on that date; is that	
2	your answer?	
3	A. No intent or strategy was decided upon at	
4	that date. Options were discussed.	
5	Q. Since you said before you left the and	
6	you when you were having this discussion with	
7	Mr. Kandil that you were surprised that the judge	
8	didn't say anything about this condition, did you	
9	bring that to the attention of the judge?	
10	A. No.	
11	Q. Did you tell the judge that there was	
12	case law on this subject and that this was unethical?	
13	A. No.	
14	Q. You indicated that you did say to	
15	Mr. Kandil that you were going to see whether or not	
16	the prosecution was going to press this condition.	
17	What did you mean by that?	
18	A. That was one of the options, keep that in	
19	front of it.	
20	Q. Right. One of the options that you said	
21	that you were going to see whether or not they were	
22	going to press the condition. What did you	
23	contemplate when you said that to him?	
24	A. In that it was an unethical condition, I	
25	was curious as to whether they would press that	
	145	
1	condition.	
2	Q. Under what circumstance did you believe	
3	that? Since it was already written there, the Court	
4	agreed to it, the prosecutor agreed to it, that they	
5	would allow your client into PTI based upon this and	
6	other conditions, what was it in your mind that you	
7	thought they would not press the condition?	
8	A. That it was unethical and inappropriate.	
9	Q. And what did you think was going to bring	
10	that to their attention?	
11	A. I hadn't worked that out. I didn't know	
12	whether it would be brought to their attention by	
13	motion or if they would come to that conclusion.	
14	Q. So you think that they would have come to	
15	that conclusion on their own without you bringing it	
16	to their attention?	
17	A. Well, I would have hoped so.	
18	Q. Okay. So therefore, you didn't have a	
19	plan at that point of what you were going to do when	
20	you left the courthouse, that you were going to	
21	research it further and get back to your client; is	
22	that right?	
23	A. I wouldn't say there wasn't – well,	
24	here's what we were going to do – and I don't like	
25	your word "plan". I didn't have a plan.	
	146	
1	The objective was for him to sign up for	
2	PTI, to do everything that PTI required and then for	
3	there to be some additional research and thought given	
4	to that condition, okay. So there was a plan in the	
5	sense that get all your money paid, do what you're	
6	supposed to do, and you know, I don't have a good	
7	answer for you on these other issues. We'll see.	
8	Q. When you received the first phone call	
9	from Marcia Silva from the prosecutor's office looking	
10	for the agreement, had you made a decision at that	
11	point that you were not going to prepare the document	
12	for execution by your client?	
13	A. Had I or had he?	
14	Q. Had you already decided that you were not	
15	going to prepare the release and hold harmless	
16	agreement by the time she first called you two to	
17	three weeks after the court hearing asking for where	
18	it was or maybe a month later?	
19	A. Well, my client made the decisions about	
20	the hold harmless and release, not me. So did I	
21	discuss it with him? So I didn't make a decision.	
22	Q. Fine. I assume your client made his	
23	decision as a result of consultation with you; is that	
24	fair to say?	
25	A. Correct.	
	147	
1	Q. As a result of the consultation with you	
2	about this agreement – by the way, which is not	
3	privileged and the Court has already ruled that we can	
4	find out what the substance of your conversations	
5	were.	
6	A. Thanks for that premise. I'm wondering	
7	why I'm sitting here for a day and a half.	
8	Q. As a result of that conversation that you	
9	had with your client, you're saying that your client	
10	had decided that he would not execute a release and	
11	hold harmless agreement; is that right?	
12	A. No, that's not correct.	
13	Q. Okay.	
14	A. How could that be correct, Mr. Connell?	
15	He executed one.	
16	Q. Because you forgot the time frame that I	
17	just talked to you about. I will repeat the time	
18	frame again.	
19	Before Marcia Silva first called you	
20	which was in early December approximately a month	
21	after the court hearing looking for the agreement, do	
22	you recall whether or not Mr. Kandil had already	
23	decided he was not going to execute a release and hold	
24	harmless agreement?	
25	A. I don't think he had decided that he was	

<p style="text-align: right;">148</p> <p>1 not going to execute.</p> <p>2 Q. Okay. So therefore, he hadn't yet come</p> <p>3 to that conclusion based upon your research and</p> <p>4 discussions with him at that point?</p> <p>5 A. I can't tell you that in that time frame</p> <p>6 that you're talking about that all those things</p> <p>7 occurred. So I don't know that the consultation</p> <p>8 occurred and the research occurred in that time frame.</p> <p>9 Q. Do you have any notes indicating when</p> <p>10 Marcia Silva called your office and spoke with you</p> <p>11 concerning the agreement?</p> <p>12 A. No.</p> <p>13 Q. Do you have any notes that were given to</p> <p>14 you by your secretary when she called the office and</p> <p>15 you were out involved in a trial and she called the</p> <p>16 secretary requesting to speak with you about it?</p> <p>17 A. I looked through the file when we got out</p> <p>18 of here to look for those little note things.</p> <p>19 Q. Right. Phone messages?</p> <p>20 A. Yeah. And my going through the file did</p> <p>21 not reveal any of those phone messages. I did not go</p> <p>22 back and look at the spirals.</p> <p>23 Q. So as you're sitting here today, you</p> <p>24 don't know whether or not your secretary gave you a</p> <p>25 phone message that Marcia Silva was looking to speak</p>	<p style="text-align: right;">150</p> <p>1 A. Read the question again.</p> <p>2 Q. Listen to the question. Before you</p> <p>3 ultimately spoke to Marcia Silva --</p> <p>4 A. You're suggesting I ultimately spoke to</p> <p>5 her, sir.</p> <p>6 MS. O'CONNOR: He's saying he didn't.</p> <p>7 A. I'm not sure I did.</p> <p>8 Q. Do you recall having a discussion with</p> <p>9 Mr. Abramowitz where you informed him that you did</p> <p>10 speak with her and that you told her that you were not</p> <p>11 about to give her any agreement? Do you remember</p> <p>12 having that conversation with Mr. Abramowitz?</p> <p>13 A. I remember several conversations with</p> <p>14 Mr. Abramowitz, but not necessarily that one.</p> <p>15 Q. All right. Let's get back then. Are you</p> <p>16 saying that you did not have a phone conversation with</p> <p>17 Marcia Silva wherein she was looking for the release</p> <p>18 and hold harmless agreement? You did not have any</p> <p>19 such conversation?</p> <p>20 A. No. I said I don't recall having that</p> <p>21 conversation with her. That doesn't mean the</p> <p>22 information wasn't given to me and that I knew she was</p> <p>23 looking for it. I'm just telling you I don't recall</p> <p>24 having a conversation with her.</p> <p>25 Q. Do you recall anything that you said to</p>
<p style="text-align: right;">149</p> <p>1 to you?</p> <p>2 A. If Marcia Silva was looking to speak to</p> <p>3 me, they gave me a phone message.</p> <p>4 Q. And do you recall that ultimately</p> <p>5 happened in this case and she called a couple times</p> <p>6 before she ultimately spoke to you?</p> <p>7 A. You know, Mr. Connell, you've got to let</p> <p>8 me answer one question. Let me answer -- go back and</p> <p>9 read back to me the first question that he asked so I</p> <p>10 can answer it. I'm not going to continue do that.</p> <p>11 We'll get the judge on the phone.</p> <p>12 (The pending question is read back by the</p> <p>13 Reporter.)</p> <p>14 A. I'll answer the first part because -- I</p> <p>15 don't understand the first part.</p> <p>16 Q. There's only one question there.</p> <p>17 A. What is the one question?</p> <p>18 Q. Do you recall that before you actually</p> <p>19 spoke to her herself, that Marcia Silva had called</p> <p>20 your office a couple times looking for the agreement?</p> <p>21 A. She called.</p> <p>22 Q. Can you answer that yes or no?</p> <p>23 A. I don't recall actually speaking to the</p> <p>24 young lady.</p> <p>25 Q. I didn't ask you that.</p>	<p style="text-align: right;">151</p> <p>1 her with respect to this release and hold harmless</p> <p>2 agreement and your intentions relative thereto?</p> <p>3 A. If I don't recall having a conversation</p> <p>4 with her then I don't recall --</p> <p>5 Q. Fine.</p> <p>6 A. -- then I don't recall what I said to her</p> <p>7 or didn't say to her with respect to the hold harmless</p> <p>8 agreement.</p> <p>9 Q. Did you read Marcia Silva's deposition</p> <p>10 testimony before today?</p> <p>11 A. I read parts of it, yes. If you want to</p> <p>12 show me a part of it, show me a part of it.</p> <p>13 Q. Page 59, that's where we'll start. And</p> <p>14 before I refer you to Page 59, do you recall reading</p> <p>15 the memo from Marcia Silva that was provided in</p> <p>16 discovery in this case where she outlined the various</p> <p>17 discussions?</p> <p>18 MR. CONNELL: Off the record.</p> <p>19 (Off-the-record discussion.)</p> <p>20 Q. Mr. Kobil, I'm showing you a document</p> <p>21 marked PMS-2 for identification which was marked at</p> <p>22 Ms. Silva's deposition on --</p> <p>23 A. 12-17-08.</p> <p>24 Q. My question is do you recall reading that</p> <p>25 document before coming here today?</p>

	152		154
1	A. You know, because some of this	1	Far outside the discovery rules.
2	information is in the dep, I can't tell you. You know	2	Q. It's not about the discovery rules. It
3	what I mean?	3	deals directly with whether she had conversations with
4	Q. I'm going to give you an opportunity to	4	you.
5	read it.	5	A. Ask me that question.
6	A. You know, I read some things.	6	Q. I'm going to ask that question. I'm
7	Q. Why don't you read it and tell me whether	7	asking if you read the deposition testimony.
8	or not you recall reading it before testifying here	8	A. I just read it now.
9	today.	9	Q. And did you read 59, 60, 61?
10	A. Okay. I read it.	10	A. And you want to know if it refreshes my
11	Q. And do you recall reading that before	11	recollection?
12	this deposition?	12	Q. I haven't asked you that question, have
13	A. I can't tell you if I read this because	13	I?
14	certain of the information is contained in other	14	A. I assume you --
15	places like the dep, et cetera. So I don't know,	15	Q. You said you read parts of Ms. Silva's
16	Mr. Connell, where the information came from.	16	deposition. I'm asking whether or not you read these
17	Q. Fair enough.	17	pages which deals with her contact with you after
18	A. But the information I see in here I	18	November 9th, 2005 concerning her efforts to get this
19	recall being brought to my attention in some fashion	19	agreement?
20	previously.	20	A. I read it.
21	Q. Very good. Now I refer you to Page 59 of	21	Q. Okay. Do you recall now and does that
22	Marcia Silva's deposition. Referring you to Page 59,	22	refresh your recollection as to whether or not you had
23	Line 15, okay:	23	a conversation with Marcia Silva?
24	"Did you have the opportunity to speak	24	A. No.
25	with Mr. Koblin after November 9th, 2005	25	Q. Do you know that what is contained in the
	153		155
1	concerning the hold harmless agreement?	1	deposition concerning her version of what you said to
2	"ANSWER: I did.	2	her is a lie?
3	"QUESTION: Okay. And when did you first	3	A. Rephrase that.
4	make contact with Mr. Koblin?	4	Q. Is it your position that what she states
5	"ANSWER: I don't recall the date, but it	5	in terms of her actual conversation with you, that you
6	was approximately it was before Thanksgiving and	6	did not have that conversation and her recount of that
7	it was approximately ten days to two weeks after	7	conversation is a lie?
8	November 9th."	8	A. If I said I don't recall, then I'm not
9	A. Mr. Connell, are you suggesting that I	9	telling you it's a lie. If I said it didn't happen,
10	should read these things and refresh my recollection?	10	then I'm saying it's a lie.
11	Q. No.	11	Q. Did it happen? Did the conversation
12	A. Why are we reading this transcript into	12	happen?
13	the record?	13	A. I don't recall whether it did.
14	Q. I was finished right there after the	14	Q. Well, as a result of you reading these
15	answer. I was referring you to that part of the	15	pages, does it refresh your recollection of what you
16	transcript. Do you recall reading Pages 59, 60, 61	16	said to her?
17	and 62 concerning her contact with your office?	17	A. No.
18	A. What does that have to do with anything?	18	Q. What did you say to her?
19	Q. Just answer my question. Did you read	19	A. I don't recall the conversation. I don't
20	the deposition transcript?	20	recall having the conversation, so therefore, I don't
21	A. I'm not answering that question.	21	recall what I said to her.
22	MR. BITTERMAN: You have no right not to	22	Q. Well, does this refresh your recollection
23	answer any questions on relevance. On what grounds	23	that you had a conversation?
24	are you not answering the question?	24	A. It does not. I'm not saying I didn't,
25	THE WITNESS: It's a total waste of time.	25	but the answer doesn't refresh my recollection.

<p style="text-align: right;">156</p> <p>1 Q. So therefore, since you don't recall 2 having the conversation, you cannot comment whether or 3 not the information relayed in this transcript that 4 Mrs. Silva relates to is true. Right?</p> <p>5 A. Yes. Are we looking at the deposition?</p> <p>6 Q. Yes.</p> <p>7 A. Because that's somewhat different than 8 the statement that we referred to.</p> <p>9 Q. Specifically your answer on Page 60, Line 10 15.</p> <p>11 A. I'm reading that. Well, I don't know why I would have 12 promised to do it, so I don't agree with that 13 statement because I wouldn't say something like that. 14 I would have said I'm busy. I would have said I'm in 15 the middle -- I don't know if I was in the middle of 16 writing a brief for federal court because I have to 17 tell you something, me writing a brief is not a good 18 thing, but at any rate, Sue Reed usually writes the 19 brief, so I wouldn't have said that. I think at that 20 time I may have been preparing for a trial in federal 21 court, but I'll have to go back and take a look, but I 22 wouldn't have said a brief.</p> <p>23 MR. STONE: You didn't say or you 24 wouldn't have said because you don't believe you said</p>	<p style="text-align: right;">158</p> <p>1 say.</p> <p>2 Q. Okay. So you acknowledge then that you 3 could have said to her, "and he told me that I didn't 4 need to sign it, that the defendant would execute it 5 and that he would absolutely send me a copy of it"?</p> <p>6 A. I would have told her -- because it's 7 accurate as far as the law goes, if I had a 8 conversation with her that she didn't need to sign it, 9 that the defendant would be the one who would need to 10 execute a release. And would absolutely send me a 11 copy of it?</p> <p>12 Q. Yeah, that you would absolutely send her 13 a copy of it.</p> <p>14 A. Yeah. If it was done, I would certainly 15 send her a copy of it.</p> <p>16 Q. No. Did you tell her that you were 17 absolutely going to send her a copy of it?</p> <p>18 A. That I wouldn't have -- I don't know. I 19 don't recall that either.</p> <p>20 Q. Do you have any notes in your office of a 21 subsequent conversation that Ms. Silva had with a 22 representative of your office wherein she was informed 23 by the person, a female in your office, who said that 24 it had been done -- meaning the agreement -- and sent 25 to probation as per Page 52, Lines 5 to 9? 62. I'm</p>
<p style="text-align: right;">157</p> <p>1 it?</p> <p>2 THE WITNESS: It's very unlikely I would 3 have been writing a brief.</p> <p>4 MR. STONE: That's not the point.</p> <p>5 THE WITNESS: I would --</p> <p>6 MR. STONE: That's the question. Either 7 the question is did you or didn't you. If it's not 8 something you would normally say --</p> <p>9 THE WITNESS: It's not something I would 10 normally say because it's not something I would 11 normally do. You see, in her statements she talks 12 about trial which would be more really --</p> <p>13 BY MR. CONNELL:</p> <p>14 Q. I'm not asking about her statement, and 15 now you're referring to the document marked at her 16 deposition. I'm talking about her answer on Line 15 17 which continues on Page 60 to Line 25.</p> <p>18 A. Probably wouldn't have said I was writing 19 a brief.</p> <p>20 Q. Is there anything else that she claims 21 you told her other than you were in the middle of 22 writing a brief?</p> <p>23 A. Yeah. I don't think I promised anybody 24 anything. And other than that, there's nothing in 25 here that would be glaringly something that I wouldn't</p>	<p style="text-align: right;">159</p> <p>1 sorry. 62, Lines 5 to 9.</p> <p>2 A. Read that back to me from the beginning.</p> <p>3 Q. I'll rephrase the question.</p> <p>4 A. Go ahead, rephrase it.</p> <p>5 Q. Do you have any information that Ms. 6 Silva again called after this conversation, alleged 7 conversation with you, and that she was told by a 8 female representative of your office that the document 9 had been done and sent to probation? Do you have any 10 indication in your file that that happened?</p> <p>11 A. No.</p> <p>12 Q. Did you instruct somebody in your office 13 to tell Ms. Silva that it had been done and was sent 14 to probation?</p> <p>15 A. Well, at some point it was. Are you 16 talking about before it was done?</p> <p>17 Q. I'm talking about within a month.</p> <p>18 A. No, no.</p> <p>19 Q. Within a month or two.</p> <p>20 A. No. That didn't occur.</p> <p>21 Q. We're still in 2007.</p> <p>22 A. That didn't occur, and I have no 23 information that anyone in this office told her that, 24 and that didn't happen.</p> <p>25 Q. And I said 2007. I meant 2005. So</p>

	160		162
1	you're saying that that did not happen?	1	Q. Very good. And what you did you had
2	A. That did not happen.	2	mentioned the research based upon looking at your file
3	Q. So for her to testify about that would be	3	and you have no notes whatsoever, and you can only
4	a lie?	4	base it upon the West Law printouts in '06, you pulled
5	A. Well, if it's intentional then it's a	5	cases?
6	lie. If she's just having trouble with her	6	A. Yeah, that would make sense because we
7	recollection. You know, you'll have to ask her if	7	had a statute coming up in October of '06.
8	that's a lie or she's just not remembering things	8	Q. And before you filed your lawsuit, did
9	particularly well.	9	you think to contact the Court to let them know that
10	Q. There then came another year went by, all	10	you intended to not abide by the condition?
11	of 2006 went by. Did you have any intent at that	11	A. I never – hold it. You're confusing two
12	point of completing that document and sending it to	12	subjects. You're confusing two subjects, Mr. Connell.
13	the probation department during 2006?	13	Q. Strike the question. Before you –
14	A. When you throw in "any intent", that's a	14	MR. STONE: Why? I'd like the answer.
15	little bit vague. I don't know that we had even at	15	MS. O'CONNOR: Before October of 2006.
16	that point determined completely what we were going to	16	Q. Before October of 2006 did you advise
17	do.	17	Judge DeVesa that you had no intention of having your
18	Q. Well, at that point -- are you saying	18	client execute the agreement, the release and hold
19	from the point that you speak to Marcia Silva until	19	harmless agreement?
20	2007 when the probation department notified you by	20	A. No, because it wasn't my intention up
21	motion that they were going to terminate probation and	21	until that point. I didn't have an intention with
22	PTI that you had not given this any further thought?	22	respect to that.
23	A. No, that's not accurate.	23	Q. Did you file a motion seeking to have
24	Q. Did you give it further thought?	24	that stricken from the agreement of your client to
25	A. Yeah, I gave it further thought.	25	enter PTI?
	161		163
1	Q. And what was the substance of your	1	A. No.
2	thought before you received the motion?	2	Q. You spoke with Ms. Reed about this. Did
3	A. The substance of my thought before the	3	she do any of the research?
4	receipt of the motion? Well, you're missing a big	4	A. Okay, what did I speak -- I spoke to Ms.
5	step in this process where there was some hard thought	5	Reed about lots of things, Mr. Connell.
6	given to the whole subject because we filed a lawsuit	6	Q. I said "this".
7	in October of '06 and I looked back through the file	7	A. "This" being what?
8	trying to figure out when I really began to sit down	8	Q. This issue. The issue of whether or not
9	and study case law and to formulate just exactly what	9	you were going to execute a release and hold harmless
10	was going to go on here. And the only way I can tell,	10	agreement.
11	Mr. Connell, is I look at those cases and I think	11	A. Yes. The answer is yes. I've spoken to
12	they're printed off of West Law in September of '06.	12	her since after the 9th up until, I don't know, up
13	So I was thinking about this, you know, I don't know,	13	until this thing, up until we got involved in the
14	I think about things all the time. I think about	14	lawsuit about it.
15	things when I'm taking a walk.	15	Q. Well, as a result of Marcia Silva's
16	Q. I'm not asking about other things. We're	16	contact with your office on numerous occasions looking
17	talking about this document and --	17	for this agreement and you indicating that not giving
18	A. You're right. I gave a great deal of	18	her -- giving her an indication that you were going to
19	thought throughout this, Mr. Connell.	19	prepare the agreement, but you didn't execute the
20	Q. In September of '06?	20	agreement, your client didn't execute and you didn't
21	A. No. I gave a great deal of thought on	21	prepare it, that was no longer your understanding that
22	the day I walked in there on the 9th or the night	22	they were not going to press the condition, was it, as
23	before when I was told this was going to be a PTI I	23	long as she was looking for it for a couple months?
24	guess until I've given it a great deal of thought	24	A. Hold it. Did you just say me speaking to
25	until we walked in here today.	25	her?

<p style="text-align: right;">164</p> <p>1 Q. As a result of conversations -- you said 2 you may have spoken to her, but you don't know what 3 the conversation was.</p> <p>4 A. I said I don't recall speaking to her and 5 I don't recall the conversation. So don't put that in 6 the premise. As a result of information coming to me 7 that they were looking for the release. Leave it at 8 that, Mr. Connell.</p> <p>9 Q. Then I will leave it at that. As a 10 result of information coming to you through 11 representatives in this office that Marcia Silva was 12 looking for this release and hold harmless agreement 13 that you promised to the Court and to her would be 14 executed by your client and forwarded to the Court and 15 to probation, as a result of that, that was no longer 16 your understanding that you had on November 9th that 17 maybe they wouldn't press the condition?</p> <p>18 A. You are right. One of the three options 19 appeared to have vanished.</p> <p>20 Q. And yet you did nothing affirmatively to 21 clear this up with the Court or with probation? And 22 I'm talking about the criminal court wherein you made 23 the agreements.</p> <p>24 A. I never made a motion before Judge DeVesa 25 to lift that condition.</p>	<p style="text-align: right;">166</p> <p>1 the condition is lifted, the judge may allow the 2 prosecutor's office to go back to square one and 3 prosecutor him for a second degree crime and No Early 4 Release Act, and then we discussed bail pending 5 appeal. We discussed, you know, bail pending 6 sentence, having your bail yanked. We discussed the 7 prospect of interlocutory appeals. I didn't 8 discuss -- and I went over this with Mr. Bitterman -- 9 I didn't discuss with him change of venue, which I do 10 kind of regret at this point, although I didn't 11 realize how significant my argument could have been 12 for change of venue given Judge DeVesa and Judge 13 Gelade's stated desire in this case to get a civil 14 release or to get involved in the civil release on 15 several aspects -- Gelade not so much. Gelade talked 16 about us not getting discovery in a criminal case, 17 DeVesa, if it's true what this person says about 18 DeVesa, this Silva woman, he interjected himself into 19 this. If I had known that -- I wonder if my client 20 knew that. That's a frightening thought, a real 21 frightening thing. So bringing a motion before that 22 judge? I'm glad I didn't do it at this point if what 23 Ms. Silva says is true here. You know, I'm glad I 24 just did what I did and got out of that court and I'm 25 in Federal Court. They're frightening thoughts.</p>
<p style="text-align: right;">165</p> <p>1 Q. Okay.</p> <p>2 A. And when you say "nothing", that would be 3 the only thing that would come to my mind, and the 4 only option that came to my mind. That's why I said 5 that was one of the three options, and I've told you 6 ten times I didn't make that motion.</p> <p>7 Q. All right. There came a time when in 8 February of '07 you received a motion in 9 <u>State vs. Kandil</u> that the probation department was 10 seeking to terminate the probation term and the PTI 11 agreement that was entered into because your client 12 had not executed the agreement as promised. Correct?</p> <p>13 A. You're correct. I don't know if "motion" 14 is the right word, but we were noticed. We got that 15 notice.</p> <p>16 Q. And as a result of getting that notice, I 17 presume you had a discussion with your client about 18 it?</p> <p>19 A. Absolutely.</p> <p>20 Q. What did you tell your client?</p> <p>21 A. I told him that we could bring an 22 application to have it lifted. I thought that it was 23 an invalid condition, as I had previously explained to 24 him. That as a result of that, the condition may be 25 lifted or the condition may not be lifted. That if</p>	<p style="text-align: right;">167</p> <p>1 MR. STONE: Do you have any facts to 2 indicate that what Ms. Silva says is not true 3 regarding --</p> <p>4 THE WITNESS: Interjection?</p> <p>5 MR. STONE: -- Interjection regarding the 6 release?</p> <p>7 THE WITNESS: You know, I asked Ms. Reed 8 about this and she's a little -- at least you guys 9 will get her testimony on this subject -- she's a 10 little vague on that.</p> <p>11 MR. STONE: That's not what I asked. I 12 don't know about Ms. Reed. I'll ask her the same 13 exact question, trust me.</p> <p>14 Do you have any facts that indicate that 15 what Ms. Silva says in her memo regarding the 16 suggestion by Judge DeVesa is not true?</p> <p>17 THE WITNESS: Let me see what she says in 18 the memo.</p> <p>19 Well, what she said in this memo is way 20 off in a sense because she says I suggested it, she 21 says I was there, and everyone knows I wasn't there 22 because the transcript that day says I wasn't there. 23 So this is way off.</p> <p>24 MR. STONE: Okay.</p> <p>25 THE WITNESS: This memo is way off</p>

	168		170
1	because I wasn't even there. So I thought there was a	1	testimony untrue?
2	suggestion in the dep --	2	A. Well, I have a lot of facts that would
3	MR. CONNELL: It is. It's in the	3	render her testimony untrue.
4	deposition.	4	Q. On that subject matter that Judge DeVesa
5	THE WITNESS: -- that DeVesa is the one	5	was the one who suggested the agreement?
6	who brought this up.	6	A. I can't just do it that way.
7	MR. STONE: We said --	7	Q. That's what I'm asking about.
8	MR. CONNELL: Page 27 in the deposition.	8	A. She's got a generally poor recollection
9	MR. STONE: I asked you last time and got	9	of the individual, ergo, her memo. She doesn't have a
10	the answer you have no facts, so it's not a problem.	10	good recollection of the event. It shocks me -- well,
11	Go ahead, Bill.	11	it shocks me when he didn't respond to kick out the
12	CONTINUING DIRECT EXAMINATION BY MR. CONNELL:	12	condition, and it really shocks me if he's the one who
13	Q. The same question with respect to what	13	got involved in this and made this suggestion. So
14	Mr. Stone just asked you. Did you read the deposition	14	those are facts. Those are facts. Given my
15	testimony of Ms. Silva at Page 27 where she states	15	experience in the law, those are facts.
16	exactly that, Judge DeVesa was the one who inquired if	16	Q. And it shocks you that he would not
17	there was a civil suit out there and if there would be	17	strike out that agreement even when you didn't bring
18	an agreement to dismiss it?	18	it to his intention when you were in court on
19	A. I don't have a fact to suggest that	19	November 9th?
20	except to say that's a pretty frightening thought if	20	A. I repeat myself. If you go out in the
21	Judge DeVesa did that.	21	rain and you get wet, Mr. Connell, I don't have to
22	Q. Mr. Kobil, I'm not asking you for your	22	tell you you're going to get wet. He should have known
23	opinions about Judge DeVesa. All I'm asking is --	23	this, the prosecutor should have known this. I'm the
24	first of all, did you read this testimony before	24	one who's sitting there with a guy facing a ten-year
25	coming here today?	25	NERA case. These folks have their obligations.
	169		171
1	A. Yeah, I know that.	1	Q. You don't think you've got your
2	Q. So you were already on notice of what Ms.	2	obligations to object to a condition that is illegal?
3	Silva claims occurred with Judge DeVesa; is that fair?	3	A. I have many obligations impinging on me,
4	A. In here today.	4	impacting on me on that date.
5	Q. You didn't read this before today; you	5	MR. BITTERMAN: Could you answer that
6	just read it here now?	6	question, please? Did you consider that you had an
7	A. What does me being on notice about Judge	7	obligation to bring to the Court's attention that you
8	DeVesa after this deposition have to do with anything?	8	believe that it was an illegal term and condition,
9	What are you talking about, Mr. Connell? I've lost	9	that being requiring your client to sign a release and
10	the ability to understand your questions.	10	hold harmless agreement? Did you believe it was your
11	Q. Maybe that's your problem because maybe	11	obligation to bring it forward?
12	you're not concentrating. My question is very simple.	12	THE WITNESS: I think that my obligation
13	Did you read this deposition, this Page	13	was trumped by other obligations that I have.
14	27 concerning Ms. Silva's testimony concerning Judge	14	MR. BITTERMAN: So you believe you did
15	DeVesa bringing the issue up and asking whether or not	15	not, given the facts and circumstances as they were
16	the defendant would be willing to dismiss a civil	16	presented to you at that point, did not believe it was
17	suit? Did you read that before you came here today?	17	your ethical obligation to bring up the facts that you
18	A. Yeah.	18	believed this condition was against public policy or
19	Q. Okay. So therefore, before you testified	19	illegal?
20	here today, you knew that that was her claim in her	20	THE WITNESS: You're right. I thought
21	deposition; that Judge DeVesa was the one who	21	given the totality of the circumstances on that day at
22	suggested the dismissal?	22	that time that while being put in a very, very bad
23	A. Right.	23	position, I had to be cognizant of other obligations
24	Q. And do you have any facts after reading	24	that I had, so that trumped that obligation at that
25	this deposition that would render Ms. Silva's	25	time.

	172		174
1	MR. BITTERMAN: So the answer would be	1	the document?
2	you believed that it was not your obligation given the	2	Q. No.
3	circumstances as they were presented to you on	3	And do you believe that he signed the
4	November 9th, 2005 in that courtroom to bring to the	4	document knowing what he was signing?
5	Court's attention that you believed the condition	5	A. He knew the generally parameters what he
6	being imposed upon your client was illegal or against	6	was doing.
7	public policy?	7	Q. He knew he was giving up his right to sue
8	MR. CONNELL: Or unethical.	8	the officers when he signed the document?
9	MR. BITTERMAN: Or unethical.	9	A. No, he did not.
10	THE WITNESS: Extremely, extremely close	10	Q. Isn't that what the document says?
11	call. I made the decision, obviously, so I would	11	A. That's not what I told him.
12	assume I believe that, but extremely close call,	12	Q. That's what?
13	Mr. Bitterman.	13	A. No. You said did he know he was giving
14	MR. BITTERMAN: So the answer would be	14	up his right to sue the officers.
15	you believed that you were not obligated to do so.	15	Q. Exactly.
16	Correct?	16	A. No.
17	THE WITNESS: Yes.	17	Q. He didn't know that?
18	MR. CONNELL: All right.	18	A. No.
19	BY MR. CONNELL:	19	Q. But that's what the document says and
20	Q. Now in February of '07 when you had all	20	that's what he signed.
21	of these issues going around and you're talking with	21	A. The document says what it says and his
22	your client about his various options which was for	22	signature's on the document. You can save your
23	you to file a motion, for you to -- with the results	23	argument for the Court.
24	of that motion potentially being the revision of the	24	Q. I'm asking you whether or not he felt
25	probation term, the revision of PTI, your client going	25	when he signed that document -- he could read the
	173		175
1	to trial and subjecting himself to trial, the options	1	document; you know he could read English. Right?
2	of appeal on the judge's decision, all of those things	2	A. He's got a BS in biology. I assume he
3	were all discussed with him and then he decided, I	3	could read English.
4	presume, to sign the agreement that you prepared?	4	Q. Did he have any questions about what he
5	A. Yeah. I also discussed with him bringing	5	was signing?
6	the matter to the attention of the federal courts and	6	A. He had a ton of questions.
7	seeing how we did there. And I think I discussed that	7	Q. And when he signed it, did you tell him
8	with him along the way and that that would be the	8	as you just testified and he has testified that you
9	better forum perhaps to do this so we could get away	9	told him he would be giving up the right to sue these
10	from the local interests, although I was not --	10	officers?
11	Q. The answer to my question is you did talk	11	A. That agreement could, although I did not
12	to him about all of his options? And you already told	12	think it was valid, I cannot guarantee that the judges
13	us about the federal options, about dealing with this	13	in the federal court would agree with me and find that
14	with the federal judge concerning a civil suit. He	14	the whole agreement and the whole condition was void.
15	ultimately decided to sign a document that you	15	Q. Therefore, you did tell him that one of
16	prepared for him; is that right?	16	the options of the Federal Court would be to bar his
17	A. Yeah. His signature's on it so and we	17	civil lawsuit?
18	submitted it.	18	A. I said that that could happen.
19	Q. So why don't you just say yes, that's	19	Q. Right. And you recognize that Mr. Kandil
20	what he said?	20	testified about that; that he was told that by you,
21	A. Well, what are you asking the question	21	that there's a chance he was giving up his rights to
22	for when we know what he did?	22	sue the officers by signing the document?
23	Q. Because I need to have that to ask the	23	A. You know what?
24	basis for the next question.	24	Q. Would you agree with that? That's what
25	A. Is there some dispute that he didn't sign	25	you said to him because that's what he said you said

	176		178
1	to him?	1	and did not get a conviction for an offense, did not
2	A. Of course I said that to him.	2	have to plead guilty to any offense and in turn,
3	Q. And therefore, his signature on the	3	received a probation term which he successfully
4	document was voluntary?	4	satisfied the terms of the probation, you don't
5	A. I don't like your phrase, Mr. Connell. I	5	believe that was a bargain between the two sides?
6	don't agree with "voluntary". I will not agree to the	6	A. I don't believe the PTI application and
7	word "voluntary" or lack of coercion in a second	7	PTI admissions are bargains. Plea bargains they are
8	degree NERA case. I will not agree to it. I will not	8	not.
9	agree to it when they filed a termination notice that	9	Q. So there for -- is a plea bargain a
10	there's nothing voluntary about it. There's nothing	10	bargain in your opinion?
11	that lacks coercion about it. That's why it's against	11	A. Yes.
12	public policy. So you can keep using the word	12	Q. You believe that an agreement to allow
13	"voluntary", sir, but I suggest you save it for the	13	your client to go into PTI is not a bargain with the
14	Court.	14	State of New Jersey?
15	Q. Did you ever tell him not to sign the	15	A. No.
16	document?	16	Q. Okay. Good enough. He certainly got
17	A. No. I'm not going to tell a man to take	17	everything that the State promised to him, did he not?
18	a risk on a ten with a NERA.	18	A. I don't view it as -- PTI as a State's
19	Q. Just answer the question. Did you ever	19	promise to you.
20	tell him that?	20	Q. I didn't say that. I said did he get
21	A. Of course I didn't.	21	everything that the State had provided to him by
22	Q. When you signed the document did you know	22	allowing him into the PTI?
23	that at that point that that would result in the	23	A. He was entered into a pretrial
24	prosecutor's office or the probation department, the	24	intervention program pursuant to a somewhat normal
25	State of New Jersey withdrawing their motion?	25	procedure with a somewhat abnormal condition attached
	177		179
1	A. I wasn't sure about that.	1	thereto, so I don't view it as a bargain at all.
2	Q. That was the request of your office; you	2	Q. Your client didn't provide the condition
3	provided them with the agreement?	3	of the release until he was threatened with going to
4	A. Right. But I wasn't sure what they were	4	trial; isn't that correct, in February of '07?
5	going to do.	5	A. He was threatened all along with a NERA
6	Q. Your client got the bargain of PTI and he	6	violation and that's why he provided a release.
7	completed his probation without violating it; isn't	7	Q. Well, you saw the application to
8	that right?	8	terminate his PTI and what that application stated.
9	A. There are two questions.	9	Are you familiar with the terms of that application?
10	Q. I'll withdraw the question.	10	A. You mean --
11	Did your client get the benefit of the	11	Q. The State's application to terminate his
12	agreement of PTI intervention?	12	PTI and end the probation. You received that
13	A. You call it an agreement. I call it a	13	document, did you not?
14	gun to the head. He was allowed into PTI with a	14	A. Yes, I received it.
15	condition that doesn't even belong in a PTI. See, a	15	Q. And you understood -- because you had to
16	PTI is not a bargain.	16	explain the consequences to your client, you then had
17	Q. Why don't you do us a favor? You don't	17	a subsequent discussion?
18	have to make your arguments to the federal court in	18	A. Yeah.
19	every answer you give.	19	Q. As a result of your preparation and your
20	A. PTI is not a bargain.	20	client's execution of the release in this case, your
21	Q. You don't think PTI is a bargain?	21	client was allowed to stay on probation and he
22	A. PTI is not a bargain by definition.	22	completed his probation. Correct?
23	Q. So in other words, the fact that your	23	A. Well, we don't know what would have
24	client avoided prosecution for a second degree offense	24	happened at the termination here.
25	and third degree offenses, did not have to stand trial	25	Q. I didn't ask you that. I said as a

	180	
1	result of you providing your release.	
2	A. But you don't know that. You don't know	
3	that.	
4	Q. No, we do know what happened for your	
5	client. I'm not asking you what the State might have	
6	done.	
7	MR. BITTERMAN: Can I rephrase the	
8	question? As a result of the fact that your client	
9	signed the release, the State withdrew its application	
10	to terminate your client from the Pretrial	
11	Intervention Program. Correct?	
12	THE WITNESS: Bingo. Correct.	
13	MR. BITTERMAN: And your client completed	
14	PTI. Correct?	
15	THE WITNESS: Yes.	
16	BY MR. CONNELL:	
17	Q. And the charges were then dismissed.	
18	Correct?	
19	A. Yes.	
20	MR. CONNELL: That's all I have at this	
21	moment.	
22	MR. BITTERMAN: I have nothing further.	
23	CROSS-EXAMINATION BY MR. STONE:	
24	Q. When you left the courtroom on November	
25	9, 2005, was it your intention to prepare the release	
	181	
1	that was discussed?	
2	A. Didn't know. I don't know.	
3	Q. Was it a misrepresentation to the Court	
4	to say you were going to prepare the release that you	
5	discussed?	
6	A. Didn't know. Don't know.	
7	Q. You don't know if it was a	
8	misrepresentation?	
9	A. No. I didn't know what I was going to do	
10	because I was a bit taken back by the whole thing. So	
11	I did not know whether I needed to -- what I needed to	
12	do at that point.	
13	Q. That was the first question. The second	
14	question is was it a misrepresentation to the Court	
15	when you said that you were going to prepare the	
16	release since you didn't know if, in fact, you were	
17	going to?	
18	A. No. When I walked out of the court I	
19	didn't know. When I was on the record I was basically	
20	didn't know what I was going to do. I didn't know	
21	what I was going to do.	
22	Q. So when you told the judge that you were	
23	going to prepare the release, even though you didn't	
24	know what you were going to do, was it a	
25	misrepresentation?	
	182	
1	A. No, because I may have done it. We did	
2	do it, so I mean I don't know that it was a	
3	misrepresentation.	
4	Q. Okay. When they requested a copy of the	
5	release in November or December of 2005, did you ever	
6	advise anyone that you were going to provide it?	
7	A. Well, I certainly didn't say I wasn't	
8	going to provide it, so I guess I indicated at least	
9	to the staff tell them we'll get it to them at a	
10	minimum because if I indicated we weren't going to	
11	provide it, I'm sure that something, based upon their	
12	subsequent move to terminate, they would have done	
13	something.	
14	Q. Telling your staff to tell them we'll get	
15	it to them is not making a representation that you are	
16	not going to provide the release, is it?	
17	A. No, no, no. I'm just saying -- you're	
18	right. I'm saying that if I had said to my staff tell	
19	them we're not going to give it to them or I said to	
20	Marcia -- is it Marcia Silva? If I said to Silva on	
21	the phone, I'm not giving it to you I'm sure that,	
22	based upon their subsequent action when I filed the	
23	lawsuit, would have generated some type of activity on	
24	their part.	
25	Q. Well, what I'm looking for is when in the	
	183	
1	compendium of time from November 9, 2005 when you told	
2	the Court you were going to give them a release until	
3	February of 2007 when your client was threatened with	
4	being thrown out of PTI did your statement to the	
5	judge become a misrepresentation?	
6	A. It never did because we provided it. I'm	
7	not quite sure if you do something that it's hard to	
8	-- I don't know what you're saying.	
9	Q. So in other words, if you tell the Court	
10	I'll have it to you by December 2005 and December 2005	
11	goes by and all of 2006 goes by, it's still not a	
12	misrepresentation?	
13	A. I would say that it's not under these	
14	circumstances at all a misrepresentation, under the	
15	totality of these circumstances it's not.	
16	Q. Well, you would agree that if you	
17	represent to a judge in open court that you were going	
18	to do something by a certain date, you're representing	
19	you're going to do that. Correct?	
20	A. Correct.	
21	Q. What makes this instance so special that	
22	your representation in open court that you were going	
23	to do something by a certain date doesn't become a	
24	misrepresentation in your mind?	
25	A. Well, if that's your definition of	

<p style="text-align: right;">184</p> <p>1 misrepresentation, me doing something by a certain 2 date, I've misrepresented things often in my career. 3 Q. You're not answering my question, sir. 4 A. I think I'm answering the question. I 5 don't consider it a misrepresentation, sir. 6 MR. BITTERMAN: Do you mind if I 7 interject? 8 MR. STONE: Absolutely not. 9 MR. BITTERMAN: When you were in court in 10 front of Judge DeVesa you said to the judge, as an 11 officer of the Court, I will prepare a release. 12 Correct? 13 THE WITNESS: Yes. 14 MR. BITTERMAN: At the time you made that 15 comment to the judge, you just told Mr. Stone you 16 didn't know whether you were going to prepare the 17 release. Correct? You just said that a minute ago. 18 Correct? 19 THE WITNESS: That's probably an accurate 20 description of my mindset at the time. 21 MR. BITTERMAN: So when you told the 22 judge you were going to do a release -- 23 THE WITNESS: Right. 24 Q. -- and in your mind you weren't sure you 25 were actually going to do a release, sir, is that or</p>	<p style="text-align: right;">186</p> <p>1 CONTINUING CROSS-EXAMINATION BY MR. STONE: 2 Q. One of the options, I believe -- I could 3 be wrong, I'm getting old -- I think you said number 4 one, you were hoping it would just be forgotten about? 5 A. Yes. 6 Q. Number two, you might make an application 7 for some form of relief -- let's me finish my 8 question -- and number three, was you might have to 9 prepare the release. Weren't those the three options? 10 A. That the release could be prepared, that 11 a motion would be made or motion to be made, or that 12 they would -- 13 Q. -- forget about it? 14 A. Basically waive the condition and forget 15 about it. Now when to my mind -- you know, as of the 16 9th when I'm confronted with this, when did this stuff 17 start or the 8th when Sue Reed told me about it, Sue 18 told me about it because on the 8th when I was 19 confronted with it in court, all those things were 20 racing through my head. So I don't know when that 21 actually came to be solidified as options or not; 22 while I was on my feet, whether it was after I got off 23 my feet, whether it was before I went up there, you 24 know, I don't know. 25 Q. Okay. Would it be fair to say that those</p>
<p style="text-align: right;">185</p> <p>1 is that not a misrepresentation? 2 THE WITNESS: No. 3 MR. BITTERMAN: You said I'm going to do 4 it. Correct? 5 THE WITNESS: Right. 6 MR. BITTERMAN: And you didn't know 7 whether you were going to do it. Correct? 8 THE WITNESS: Right. 9 MR. BITTERMAN: Okay. So you told the 10 judge one thing? 11 THE WITNESS: Right. 12 MR. BITTERMAN: What your mindset was. 13 Correct? 14 THE WITNESS: Yes. 15 MR. BITTERMAN: But that wasn't your 16 mindset because your mindset was I'm not sure? 17 THE WITNESS: That is correct. My 18 mindset was I'm not sure. I told you the three 19 options that I kind of had floating around in my mind. 20 MR. BITTERMAN: You didn't tell the judge 21 those three options; you told him unequivocally you 22 were going to prepare the release. Correct? 23 THE WITNESS: I told him I was going to 24 prepare the release. The transcript says what it 25 says.</p>	<p style="text-align: right;">187</p> <p>1 three items were solidified as options prior to you 2 receiving notice from the prosecutor's office that 3 they wanted the release? 4 A. Oh, yeah. 5 Q. Okay. Did you ever once -- strike that. 6 Once these three options were solidified in your mind, 7 did you, in fact, make any kind of application to the 8 Court for some form of relief? 9 A. For the 20th time, no. 10 Q. I only asked it the first time. 11 A. Good for you. 12 Q. That's all that counts to me. 13 At the time that these three options were 14 solidified in your mind, did you make a determination 15 that you were going to, in fact, prepare the release 16 and comply with the representation made in Court? 17 A. At some time we obviously prepared the 18 release and submitted the release. 19 Q. You know that we're talking about between 20 November and December of 2005 for my question; isn't 21 that true? 22 A. I don't know when we decided we were 23 going to do it. 24 Q. Hold it. You said that you decided you 25 had these three options before the prosecutor pressed</p>

	188		190
1	you for the release; isn't that correct?	1	Q. In other words, November/December in or
2	A. Yeah.	2	around when it was supposed to be provided?
3	Q. Wasn't that December of 2005?	3	A. You know, I can't answer that
4	A. What are you talking about press me for	4	specifically, but if I was being called by them about
5	the release?	5	the release, I'm sure I had some discussions with him
6	MR. CONNELL: They were asking for it.	6	about it. And if those were the three options that I
7	Q. They kept contacting your office asking	7	had in my mind, then undoubtedly those were the three
8	for the release, where is it?	8	options that I — I can't tell you what kind of
9	A. Right.	9	detail, but at least discussed with him in some sort
10	Q. That was December 2005, was it not?	10	of broad terms.
11	A. If you say so.	11	Q. That's exactly in the next question we'll
12	Q. You don't know when it was?	12	get into detail.
13	A. Everybody says it's about the time, it's	13	Tell me exactly whether you had -- strike
14	about the time. I remember some calls about that	14	that.
15	time. Did I have those three options in my mind at	15	Tell me specifically all you can remember
16	that point? Is that what you're asking?	16	regarding the discussion you had with your client
17	Q. You already said you did.	17	about not providing the release and seeing whether he
18	A. Okay, so I did.	18	could just slip through PTI?
19	Q. So why are you telling me about what you	19	A. I never used those phrases with him, so I
20	did later on in February/March of 2007? We're dealing	20	didn't have that discussion with him. The discussion
21	with November and December of 2005. You already	21	would have been much different than as you've
22	said — and after the 21st time — that you did not	22	characterized it. The discussion — well, you know,
23	make an application to the Court as one of the	23	I'm getting —
24	options.	24	MR. CONNELL: Your objection is the "slip
25	A. Right.	25	through PTI"?
	189		191
1	Q. You did not prepare the release in that	1	THE WITNESS: Yeah. There were
2	time frame. Correct?	2	discussions about it.
3	A. No.	3	MR. CONNELL: How about complete PTI?
4	Q. And —	4	A. There were discussions about the nature
5	A. Yes. The answer is yes, I did not	5	of the release; whether it was an enforceable
6	prepare the release in that time frame.	6	condition; whether it was void as under public policy;
7	Q. And the third option was out the window	7	whether they would even request that this be done;
8	because they were asking for the release; they did not	8	whether they would make a motion to request that an
9	forget about it.	9	illegal condition be enforced. Were we simply getting
10	A. I'm not quite sure I determined in my	10	completely — I would have used other words — unfair
11	mind that the third option was out the window. I	11	treatment in Middlesex? Could we trust the judges and
12	didn't determine that the third option was out the	12	in this case, the prosecutors, given the fact that
13	window until they made a formal — until there was a	13	there was this release? Should we wait and see what
14	formal request made in court.	14	they do? We've been asked to engage — we've been
15	Q. Did you ever discuss with your client	15	asked to sign an illegal document, an unethical
16	just pay no attention to any requests for the release	16	document. So we had all these discussions.
17	and see whether he could go through PTI without ever	17	At that juncture I would say we obviously
18	having to give it?	18	decided at that point that we would not execute the
19	A. I think I did discuss with him that	19	release. Now when I say "at that point," I wouldn't
20	option.	20	say that all of that occurred before you get into the
21	Q. When is the first time you discussed with	21	new year. I may not have spoken to my client at all
22	your client the option of not giving the release that	22	about this in detail after the 9th before the new
23	was agreed to on November 9, 2005?	23	year. So those calls may have come in at that time
24	A. Don't know, but it was early on. It was	24	and I may not have gotten together with him. So I
25	early on in the sense of not years, months.	25	don't know the answer to that, but it wouldn't be

	192		194
1	unusual for that time frame when you got Thanksgiving	1	with my client, you're going to have to get the boring
2	and the holidays, I may have been involved.	2	version of it.
3	Q. Did you make a recommendation to your	3	MR. CONNELL: Go ahead.
4	client to do nothing and see whether the prosecutor	4	THE WITNESS: So what happens is I can't
5	affirmatively sought the release?	5	get up there to the Appellate Division, so what would
6	A. I would say that that was one of the	6	happen is I do think that ultimately I'm 99 percent
7	options that I eventually discussed with him without	7	certain after my client spent two years in jail that I
8	being tied down to that November/December time frame.	8	would have gotten the Appellate Division to say wait a
9	Q. I know it was an objection. The question	9	second, this guy is a PTI guy, you decided under the
10	is did you recommend that's what he do?	10	normal PTI guidelines he's a PTI guy and so now you
11	A. No, I don't think I recommended one of	11	throw in this condition of some civil rights lawsuit
12	the options over the other. I told him what the	12	that has nothing to do with the PTI guidelines and
13	dangers were with each option.	13	because he wouldn't agree to that and because he
14	Q. Well, what was the danger with each	14	didn't sign a release, you tossed him out. I think
15	option?	15	ultimately, after my client sits in jail for two
16	A. Well, the danger with the option of	16	years, I win that argument. So I decided to -- well,
17	letting -- of not executing it was that you would go	17	we decided that we would not pursue that because
18	back to prosecution, you would have a trial, and	18	spending two years in jail is not really winning an
19	although I feel like, you know, we have a defensible	19	argument, so we decided that we would execute the
20	case, I feel like the percentages are with you, if you	20	release.
21	don't prevail you would be given a state sentence with	21	MR. CONNELL: No, you decided that you
22	prison, we'll have to see about an interlocutory	22	wouldn't execute the release.
23	appeal which are rarely granted, you would then get in	23	MR. STONE: I don't think that has
24	line for an appeal. It's most likely they'll yank	24	anything to do with my question, but that's okay.
25	your bail.	25	
	193		195
1	MR. CONNELL: Interlocutory appeal about	1	CONTINUING CROSS-EXAMINATION BY MR. STONE:
2	what; not about the trial results?	2	Q. Were you shocked having made it one year
3	THE WITNESS: No. It would have to be	3	and four months through PTI without giving this
4	about the fact that they determined that -- and this	4	release that someone finally asked you for it?
5	is very difficult. This is where it got a little bit	5	A. No. I thought that they wouldn't have
6	scary because if they just yanked the PTI, they would	6	the guts to make a formal application to enforce that.
7	say he's a second degree, but I thought perhaps an	7	I thought that was -- so I wasn't shocked because that
8	argument could be made, but you see all these	8	was one of the things I was thinking, no one's got the
9	things -- because you can't get to the Appellate	9	guts to make this application and no judge is going to
10	Division on interlocutory basis on PTI and the --	10	enforce this if they really bring it to light. They
11	because the only people that can appeal PTI is the	11	were basically, in my -- they were putting it to an
12	State essentially, so I couldn't get up on the rules.	12	out-of-town guy down there with this deal and I was
13	MR. CONNELL: But when I was talking	13	going to get -- my client was getting punished and I
14	about interlocutory appeal, what were you --	14	was, for some reason, getting punished. That's how I
15	THE WITNESS: See, the prosecutor can	15	viewed the whole thing. So did I think that they had
16	under the rules get up to the Appellate Division	16	the guts to really go through with it? They did.
17	before trial on an interlocutory appeal, the defense	17	It's amazing to me.
18	really can't. So --	18	Q. Does that mean you were or weren't
19	MR. CONNELL: So what were you talking to	19	shocked then? I still don't understand the answer to
20	your client about with respect to filing an	20	the question.
21	interlocutory appeal?	21	A. You know what? I was shocked that the
22	THE WITNESS: I'm going to answer that,	22	prosecutor called up the probation department after
23	Mr. Connell, if you let me go -- I know my thought	23	they get a call from the cops and did what they did in
24	processes bore you, but they were my thought	24	this case and did what they did which we can't talk
25	processes, and since you want to know what I discussed	25	about, yeah, I was shocked.

	196		198
1	Q. Other than having --	1	judge's idea?
2	A. I was shocked when I first walked into	2	MR. CONNELL: Yes.
3	court and saw this condition on the piece of paper.	3	THE WITNESS: I can tell you as I sit
4	Q. That's not what I asked. I'm very, very	4	here today that I only recently came to conclude that
5	specific with my time frames and questions, Mr. Kobin,	5	this judge may have been involved in this.
6	as you know.	6	MR. CONNELL: Okay. And would it be fair
7	A. Very good.	7	to say that understanding your outrage and the outrage
8	MR. BITTERMAN: You were shocked when you	8	that you've expressed throughout this deposition about
9	walked into court November 9, 2005 and saw this	9	the judge being involved in that, that if Susan Reed
10	condition. Is that what you now testified under oath?	10	had told you about the fact that the judge was
11	THE WITNESS: I testified also --	11	involved in it, you would have done something about it
12	MR. BITTERMAN: Just now.	12	with the judge the next day, would you have not?
13	THE WITNESS: Yes.	13	THE WITNESS: Not necessarily. I would
14	MR. BITTERMAN: Even though you know	14	have been -- I probably would have been more -- I
15	about it on November 8th or before November 8th that	15	probably would have been like my client who wanted to
16	was going to be a condition because Sue already told	16	get out of there, that the presiding judge was -- if I
17	you, you were shocked on November 9th?	17	knew the presiding judge was trying to protect the New
18	THE WITNESS: Absolutely.	18	Brunswick Police Department, I would have gotten out
19	MR. BITTERMAN: You think Susan Reed was	19	of there and I would have done it the way I did it. I
20	making it up?	20	wasn't going to let my client spend two years in jail
21	THE WITNESS: The question was was I	21	just to prove them wrong.
22	shocked that she was making it up that she knew this?	22	MR. CONNELL: So then you were shocked
23	MR. BITTERMAN: That was the question.	23	when you heard that the judge had some part of this
24	THE WITNESS: I didn't think she was	24	because Susan Reed didn't ever tell you about that?
25	making it up. I thought it was a joke.	25	THE WITNESS: I don't recall Susan Reed
	197		199
1	MR. BITTERMAN: You thought it was the	1	telling me about that, okay.
2	prosecutor's office was making a joke?	2	MR. CONNELL: All right.
3	THE WITNESS: I didn't think anyone would	3	THE WITNESS: It's only when I'd gone
4	put this on a Goddamn piece of paper. I thought it	4	back and looked at this thing in the context of Gelade
5	was a joke.	5	because I never saw Gelade's transcript where he
6	MR. CONNELL: And you had this discussion	6	starts talking about civil discovery. Then I start
7	with Sue?	7	looking at Silva's testimony. I had a conversation
8	THE WITNESS: Yeah.	8	over the last several days with Sue Reed. I don't
9	MR. CONNELL: Before you got there you	9	know. I don't know.
10	talked to Sue Reed, I don't think they got the	10	(Mr. Spagnola enters the deposition
11	gumption, or whatever word you used, to put this on a	11	room.)
12	piece of paper the next day?	12	MR. CONNELL: Okay.
13	THE WITNESS: My recollection of the	13	CONTINUING CROSS-EXAMINATION BY MR. STONE:
14	conversation is yeah, right.	14	Q. Once you were notified from Hunterdon
15	MR. CONNELL: And did Susan Reed not tell	15	probation that the release was required, you have
16	you at the time you were having this discussion that	16	another discussion with your client concerning what
17	it was the judge's idea? You tell me she didn't say	17	actions to take.
18	that?	18	A. Of course, yes.
19	THE WITNESS: You keep saying -- were you	19	Q. And you realized that you were now down
20	in chambers, Mr. Connell?	20	to two options?
21	MR. CONNELL: I'm just asking you whether	21	A. The answer is yes.
22	Susan Reed told you anything, whether it was the	22	Q. Did you come up with any other options
23	judge's idea; did she or did she not when this issue	23	during that time other than the two that remained,
24	was coming out where you were so outraged about it?	24	which was preparing the release and making an
25	THE WITNESS: Did she tell me it was the	25	application to the Court for relief?

	200	
1	A. I'm trying to think. He's re-asking the	1 execution of the release, did your client inquire what
2	question, so I assume he's giving me an opportunity to	2 effect the release would have?
3	dig back into my brain to see if there was any other.	3 A. Well, we certainly discussed it.
4	Since that question's been asked and answered ten	4 Q. What did you tell him what effect the
5	times, I assume he wants me to dig back into my brain	5 release -- what effect it would have?
6	to see if there was some other option which I forgot.	6 A. I told him that it's my understanding,
7	MR. BITTERMAN: That's the first time	7 that the release is null and void, it's against public
8	that particular question was asked.	8 policy and it has basically no -- what time frame are
9	THE WITNESS: No, it's not. Guys,	9 were talking about, by the way?
10	please.	10 MR. CONNELL: February of '07.
11	MR. CONNELL: Just answer the question	11 Q. I said February or March of 2007.
12	and be done with it. He's got a right to ask all the	12 A. Oh, yeah, yeah. I don't believe that
13	questions he wants.	13 this is a meaningful document; however, you know, the
14	Q. Just answer the question. I'm not	14 defense will make an application to the Court to
15	worried about it. Just answer question.	15 basically do what we're doing and try to get your case
16	A. Well, I guess, yeah, that's about it. If	16 thrown out. I said that this is an invalid way for
17	the question is, is that generally what I discussed	17 the State to have proceeded, that this document is
18	with my client? That would be the answer. As I sit	18 null and void, against public policy, and really a
19	here today could I think of perhaps another option or	19 Court should not uphold this document and should not
20	something? I maybe could, but that is --	20 reward the State or the police for the way they
21	Q. -- what you discussed with him in and	21 behaved in this case, and that is my position, sir,
22	around February of 2007?	22 and that's what I told him. I told him that the -- of
23	A. If you guys are telling me the dates and	23 course, a judge may not agree with me on that
24	I'm trusting you that those are the dates because I	24 position, and if the judge does not agree, summary
25	don't have the documents in front of me, but okay --	25 judgment may be granted and then we would, of course,
	201	
1	Q. (A) never trust me, (B) I don't have the	202
2	documents in front of me, and (C) it was	1 have to discuss from there whether or not we were
3	February 2007.	2 going to the Third Circuit. So I told him that -- you
4	A. -- because I don't know the date. Just	3 know, that's what we talked about.
5	could I see that document February of '07?	4 Q. And knowing that a judge may determine
6	MR. CONNELL: Yeah, it is February of	5 that the release was in force and effect, he still
7	'07. You saw it last week.	6 signed the agreement?
8	THE WITNESS: Okay. Go ahead.	7 A. Yeah. He said he couldn't go to a
9	MR. CONNELL: We're talking about the	8 criminal trial because of his family. If it was just
10	application from the Hunterdon probation.	9 him and he didn't have a family he would not -- he
11	Q. You ultimately decided that he would	10 would try the case, but he couldn't because he had
12	execute the release rather than make some application	11 kids, his mom and all that stuff. He couldn't do it.
13	to the Court?	12 So he understood what was happening to him, that he
14	A. Yeah.	13 was having a gun put to his head and he was being
15	MR. CONNELL: For the record, I just	14 treated inappropriately. He didn't use those words,
16	showed Mr. Kobin DRA -- is that 2? At the bottom.	15 but he couldn't put his family through a trial. So he
17	THE WITNESS: Yeah. DRA-2, Abramowitz.	16 said that, you know, I'm just going to have to hope
18	MR. CONNELL: Here's DRA-3.	17 that -- and I explained to him the federal courts
19	Q. And here's your response, DRA-4, just so	18 are -- really the point of the federal court is to
20	you'll have them all there. Your response was in	19 deal with civil rights claims to get away from these
21	March when you provided the agreement and suggested	20 local interests where civil rights are being violated
22	they withdraw their motion or their application.	21 and to get to a forum where civil rights, you know you
23	A. Okay.	22 can make a good civil rights argument. And so I
24	Q. After your discussions with your client	23 discussed all that, the purpose of civil rights law in
25	in and around February or March of 2007 regarding the	24 the federal courts, and I said that's really where we

	204		206
1	get a fair shake in a sense of what goes on in	1	(Brief recess.)
2	Middlesex County. And that's what occurred. And so	2	(Exhibit I Kobin-1, handwritten notes,
3	he decided based upon those discussions that he would	3	three pages, is marked for identification.)
4	sign the document but still pursue his federal civil	4	BY MR STONE:
5	rights claims.	5	Q. Mr. Kobin, you've just produced what
6	Q. Did anybody from this office besides	6	we've marked as Kobin-1 under today's date which you
7	yourself have any conversations with the plaintiff	7	indicated are the notes from the file from Susan Reed;
8	regarding his executing the release in and around	8	is that correct?
9	February and March of 2007?	9	A. I indicated that these are notes that
10	A. You know, of real substance in the sense	10	Susan pulled out of the file last night. Just to be
11	that it would have been the discussion that the client	11	specific, these notes were pulled out last night when
12	would have utilized. You know, the client will	12	me and her looked at the requests you folks made and
13	utilize anything he wants to make a decision, so I	13	this is what we pulled out and this is what I reviewed
14	shouldn't phrase it that way. I guess Susan Reed may	14	last evening. I really didn't pay attention to the
15	have had some discussions with him about the release.	15	11-4-05.
16	Q. Do you know?	16	Q. All I asked is were these the notes from
17	A. Don't know. Well, it doesn't matter. I	17	the file?
18	felt that -- I am going to say why. I felt that I had	18	A. These are notes from the file.
19	gone over the whole issue with him, so I didn't say,	19	MR. BITTERMAN: That was the question.
20	Did you also talk to Susan Reed about this? because	20	Q. Are there other notes in the file that
21	you know, I told him what I thought.	21	you did not produce?
22	Q. How do associates provide information to	22	A. I would say yes, there are other notes in
23	you on your files as to what happens regarding events	23	the file that are not produced.
24	that they cover for you?	24	Q. I thought we asked for all notes in the
25	A. Comes in all kinds of different ways	25	file.
	205		207
1	because there's all kinds of different associates at	1	A. No. You asked for all notes in the file
2	the office.	2	regarding a specific issue and a specific time frame,
3	Q. Then I'll narrow it for you to Susan	3	okay.
4	Reed.	4	MR. CONNELL: That's correct. We're not
5	A. Yeah, because she's in kind of somewhat	5	entitled to his notes that deal with things unrelated
6	of a unique position in that Susan Reed works with me	6	to this.
7	hand-in-hand to some extent.	7	MR. STONE: Not through March of '07?
8	Q. Okay.	8	That's not what we asked for?
9	A. Susan Reed takes notes, so they're either	9	MR. CONNELL: We did ask for that.
10	for me to review the notes, there's documents that I	10	Q. So are these all the notes from the file
11	can review. She tells me sometimes. I mean every	11	that deal with the issues of the release and the PTI
12	method you can think of is utilized, but except for	12	of the plaintiff from October of '05 through March of
13	internal memorandum. You know, like you see "memo to	13	'07?
14	file" in some firms and memo to Bob Kobin.	14	A. Based upon my review, yes. Whether or
15	Q. There are none?	15	not Ms. Reed found other notes or not, I don't know.
16	A. There's none of that stuff. Nothing, no.	16	Q. We'll ask her.
17	Q. That's not the way you and she	17	Specifically regarding two of the dates
18	communicate?	18	we've been discussing, October 18, 2005 and
19	A. Correct.	19	November 9, 2005, are these the notes from Sue Reed
20	Q. Let's take specifically the court	20	regarding those two dates?
21	appearance of October 19th, 2005.	21	A. Yeah. Those are the notes that she
22	A. 18th.	22	showed me last night and I asked her to copy. Again,
23	Q. I'm sorry. 18th.	23	if she found some other notes, just ask her, okay, but
24	MR. CONNELL: October 18th, '05.	24	these are what I took a look at. These are what were
25	A. How much more do you have to go?	25	brought to my attention, okay.

208

210

1 Q. Did you take any notes regarding either  
 2 of those dates?

3 A. No.

4 Q. Did you review these notes prior to the  
 5 November 9, 2005 hearing?

6 A. Don't specifically recall, but I would be  
 7 on the side of did not.

8 Q. Was Sue Reed also at the November 9, 2005  
 9 hearing?

10 A. November?

11 Q. 9, 2005.

12 A. I thought you said December. No, she was  
 13 not there.

14 Q. Then who made the notes regarding  
 15 November 9, 2005?

16 A. Well, you're suggesting they were made on  
 17 November 9th, '05.

18 Q. I didn't. I said who made them? I  
 19 didn't say when they were made. That's another  
 20 question.

21 A. I think that's her handwriting.

22 Q. Why would she be making notes on a  
 23 hearing she didn't attend?

24 A. Because these could be notes from -- and  
 25 as I understand it, there was some issue about the

1 marked the entire document. Did you mark the one with  
 2 11-4-05? Is that the document that's been marked?

3 MR. CONNELL: Yes.

4 Q. The three pages you produced --

5 A. Starts out with "8-4-05 Bessam Kandil"  
 6 and the next page is 10 something. I want the --

7 Q. I didn't ask you to read the document.

8 A. I want the document on the record.

9 Q. The document speaks for itself. Whatever  
 10 it says, it says. Right?

11 A. Right.

12 Q. You gave me two pages written -- I'll say  
 13 it again. Two pages written on two and a half sides

14 was marked --

15 A. Yes.

16 Q. -- because that's the way it was  
 17 photocopied, three photocopied.

18 Regarding October 18, 2005, it says:  
 19 "PTI" dash "but" question mark "waive civil suit"; is  
 20 that correct?

21 A. I see that.

22 Q. When is the first time you read that on  
 23 her notes?

24 A. I told you before. You know, you ask  
 25 questions and I told you before I don't recall reading

209

211

1 scheduling of the next date, and at some point there  
 2 was a discussion about different dates that people  
 3 would be available. So that's what I think that 11/9  
 4 as the result of a discussion about a date, and then  
 5 her notes about the next court date as a result of a  
 6 discussion and I can't remember where -- I think that  
 7 was maybe even part of the Silva deposition, and I  
 8 think that that's sort of what she would do. So she  
 9 can come back and say -- of course nobody checked with  
 10 me about my availability between the 18th and the 9th.  
 11 They made sure their calendars weren't interfered  
 12 with, but that's another issue.

13 Q. So the notation on November 9th you  
 14 believe was -- part of it was done on the 18th of  
 15 October?

16 A. Makes sense to me, or a subsequent phone  
 17 call with case management or somebody. I don't  
 18 believe that could be on the 9th because "9 a.m.  
 19 status conference".

20 Q. That's what I'm asking. The very last  
 21 item on this document that you provided is October  
 22 18th, 2005 again "completed PTI App". Correct?

23 A. Yeah.

24 MR. STONE: Could we just for the record,  
 25 because you just marked a document, just put down you

1 this until I read this yesterday. So that's the only  
 2 recollection I have of reading this. You asked  
 3 before. I think you asked before did I read this.

4 Q. How could I ask before when we just  
 5 marked the document and you just saw it?

6 A. Go ahead. I thought you asked whether I  
 7 saw it before. Go ahead.

8 Q. Now we know there are notes. Correct?

9 A. Yes.

10 Q. And we know they were made by Sue Reed on  
 11 October 18, 2005 regarding this conference. Correct?

12 A. Okay, I know that, but we don't know it  
 13 for the record yet, but go ahead.

14 MR. CONNELL: You recognize her  
 15 handwriting? That's her handwriting?

16 THE WITNESS: Absolutely. I assume she  
 17 did it at the time of the status conference, but go  
 18 ahead.

19 Q. And do you have a recollection of Sue  
 20 Reed telling you that the waiver of the civil suit was  
 21 a condition of PTI?

22 A. I have a recollection, as I've testified  
 23 to, that I was told something about that prior to  
 24 November 9th.

25 Q. Is this an unusual request, waiver of a

	212	
1	civil suit for PTI?	
2	A. Yes. Unusual is your word. Mine is	
3	unheard of, but go ahead.	
4	Q. Well, whatever word you want to use, is	
5	it something so out of the ordinary that Sue Reed	
6	would tell you immediately that that is a requirement	
7	for PTI in the Kandil matter?	
8	A. She did tell me.	
9	Q. Did she tell you the day it occurred,	
10	October 18th?	
11	A. I don't have a recollection of her	
12	telling me that day, but she did tell me.	
13	Q. Tell me exactly what you remember to the	
14	best of your recollection as to what she told you	
15	regarding the requirement for a waiver of the civil	
16	suit regarding PTI?	
17	A. I don't -- you know, to go into what I	
18	remember, I simply remember that there was some	
19	discussion about that as a condition of PTI. My	
20	recollection is it happened on the 8th.	
21	Q. Did at any time in your entire career	
22	handling criminal litigation have you ever been	
23	requested to have a waiver of a civil suit for entry	
24	into PTI before?	
25	A. No.	
	213	
1	Q. And even though this is the first time	
2	it's ever occurred, this specific discussion doesn't	
3	stay in your memory?	
4	A. No, no, no. It absolutely does stay in	
5	my memory, okay. The specific discussion in the sense	
6	of I don't remember what she said to me. I know what	
7	my reaction was.	
8	Q. Did you react by saying why did you wait	
9	until the 8th to tell me about this, it's so unusual?	
10	A. No, no, no, because I didn't react that	
11	way. I didn't react that way. I probably had a	
12	pretty strong reaction, but I didn't react that way.	
13	I didn't put any blame on her for that, for what they	
14	were doing.	
15	Q. Would you agree -- since we all agree	
16	that the document speaks for itself -- that there's no	
17	reference as to who suggested the waiver of the civil	
18	suit regarding PTI in Sue Reed's notes?	
19	A. First off, I don't know that this	
20	document speaks for itself. You would have to ask Sue	
21	Reed where you get to this document speaking for	
22	itself because these are handwritten notes. So that	
23	would be something you would have to discuss with her	
24	as far as that goes.	
25	Now, the document does say what the	
	214	
1	document says, but you can't compare this document to	
2	a court transcript, I don't think. But you know, do	
3	whatever you want to do.	
4	Q. Now try and answer my question. Is there	
5	anywhere referenced in the document as to who	
6	suggested you just --	
7	A. Read the question back. I want the	
8	original question read back.	
9	(The following question is read back by	
10	the Reporter:	
11	"QUESTION: Would you agree -- since we	
12	all agree that the document speaks for itself --	
13	that there's no reference as to who suggested	
14	the waiver of the civil suit regarding PTI in	
15	Sue Reed's notes?"	
16	A. All right. I don't agree that you can	
17	say a document like this speaks for itself.	
18	Q. We went through that already.	
19	A. I'm going to answer the second part of	
20	the question, sir.	
21	Q. Why didn't you answer it the first time?	
22	A. I am answering the first part. I do not	
23	agree that this type of document can be classified as	
24	one that speaks for itself. I do agree that the	
25	document says "dash waive civil suit."	
	215	
1	Q. Now answer the second part of the	
2	question.	
3	MR. CONNELL: Well, it actually says,	
4	"PTI" dash "but" question mark with a dash	
5	underneath "waive civil suit."	
6	THE WITNESS: Right. Well, it actually	
7	has two little lines, an arrow, "PTI", a dash "but",	
8	that appears to be a question mark with two dots under	
9	it, another dash underneath "waive civil suit" with	
10	some sort of mark next to that, and underneath a dash	
11	with nothing next to it.	
12	Q. Now show me who suggested waiver of the	
13	civil suit on the notes?	
14	A. It does.	
15	Q. Does what?	
16	A. I don't know. Could I just read the	
17	notes?	
18	Q. Sure. You haven't read them yet?	
19	A. I've read them, but when you use the	
20	words "suggest" that opens up a whole issue because of	
21	the form of your question. So I have to now read this	
22	and sparse this to see if there's any suggestion of	
23	who suggested that it be -- that the civil suit be	
24	waived.	
25	Q. I suggest you read it then.	

	216		218
1	A. Because that question entails a great	1	the waiver of the civil suit?
2	deal of interpretation.	2	A. No.
3	Well, this suggests to me that the	3	Q. Did she tell you without being asked who
4	prosecutor may have suggested.	4	suggested the waiver of the civil suit?
5	Q. What in this document, Kobil-1, suggests	5	A. You know, I can't -- I wouldn't have
6	that the prosecutor suggested the waiver of the civil	6	asked the question.
7	suit?	7	MR. CONNELL: That's not the pending
8	A. Well --	8	question.
9	Q. Just point it out to me.	9	A. No, no, no. Just let me do my thought
10	A. No, no, no, no, no. Let me answer the	10	process. I wouldn't have asked that question. Did
11	question. What in this document suggests that to me?	11	she volunteer? I don't recall her volunteering that
12	Q. That's what I just said.	12	information.
13	A. Which I will use my experience and	13	Q. I don't know if you want to use the word
14	knowledge to interpret this document. Prosecutor will	14	volunteer. Did she tell you who suggested the waiver
15	consent to application. I've never been involved	15	of the civil suit in your conversations with her
16	really in a situation where a judge suggests -- gets	16	between October 18th and November 9th of 2005?
17	involved in any of these, getting rid of civil	17	A. I don't have a recollection of that.
18	lawsuits. So my only way to interpret this without a	18	Q. Does Kobil-1 set a status conference for
19	whole bunch of other information that's flying around	19	November 9, 2005?
20	here is to say it was the prosecutor. So this	20	A. Kobil-1 suggests or has some implication
21	document, if I just read this document without some of	21	in it that there is a 9:00 a.m. status conference on
22	the other things I've taken a look at, I would say	22	11-9-05 on the third page on these copies.
23	that the prosecutor's going to consent to	23	Q. Can you read -- because I cannot -- the
24	application --	24	next line after that, "if" something? I can't. Do
25	MR. CONNELL: It says "apply".	25	you see where it says "9:00 a.m. status conference"?
	217		219
1	"Prosecutor will consent to apply."	1	MR. CONNELL: Next line.
2	THE WITNESS: Right. Consent to	2	Q. The next line.
3	application.	3	A. "If" something "a".
4	MR. STONE: Let him finish his answer.	4	Q. "Res"?
5	A. And interpret that to mean consent to	5	A. "Will execute".
6	application, that it would have been the prosecutor	6	Q. Yeah. Do you know what that says?
7	who suggested the waiver of the civil. So that's how	7	A. No, I don't.
8	I would interpret all of what is written here. So	8	Q. The next line does that say "if not will
9	these words, in my experience, would suggest that the	9	hear PTI appeal"?
10	prosecutor was the one that brought that up.	10	A. Yes, that's how I read that line. You're
11	Q. Did you ask Sue Reed if the prosecutor	11	saying if that's what it says. That line I think I
12	brought it up?	12	can read, "if not will hear PTI appeal."
13	A. Up until today, yes, I have asked her	13	Q. That's what you read it to be as well?
14	that.	14	A. Yes.
15	Q. No. I'm talking about between	15	Q. Does Sue Reed have to check with you
16	October 18th and November 9th of 2005.	16	regarding new conferences that are scheduled to check
17	A. No, I wouldn't have. I would not have.	17	your availability?
18	Q. Did you have any conversation with Sue	18	A. I like to think so.
19	Reed prior to you appearing in court on November 9,	19	MS. O'CONNOR: Are you alone in that
20	2005 regarding the PTI application?	20	thought?
21	A. Yes.	21	THE WITNESS: I think sometimes I am
22	Q. Part of that conversation include mention	22	alone in that thought. I think my time is committed
23	of a waiver of a civil suit?	23	by people here sometimes when it shouldn't be
24	A. Between the 18th and the 9th, yes.	24	committed.
25	Q. And did you ask Sue Reed who suggested	25	Q. Did you ever, between October 18th and

220	<p>1 November 9th of 2005, ask Sue Reed what that line says 2 that we cannot read?</p> <p>3 A. Oh, no, I did not, which is why I said 4 before I would lean to the side of I didn't see these 5 notes. It's one of the reasons I said that. I don't 6 have a recollection of seeing these notes before last 7 night.</p> <p>8 Q. And you have no recollection of what Sue 9 Reed told you in your conversation between 10 October 18th and November 9th of 2005 regarding the 11 waiver of civil suit. Correct?</p> <p>12 A. Well, I don't know what she said to me. 13 I know when she said something to me about it how I 14 responded.</p> <p>15 Q. That's not what I asked. What I asked is 16 you don't remember what she said to you.</p> <p>17 A. I don't remember the words that she used.</p> <p>18 Q. To your knowledge, are there more notes 19 on the file from October 18th, 2005 through March of 20 2007 when the release was finally executed?</p> <p>21 A. Are there more notes?</p> <p>22 Q. Notes. Sue Reed's type of notes.</p> <p>23 A. There may be during that period of time.</p> <p>24 Q. Did you look in the file to see whether 25 there were?</p>
221	<p>A. I flipped through the file to look for notes, phone messages, et cetera, but I was focused on some specific type of notes. So I'm sure there are -- I'm pretty sure there's some other type of notes in there between those dates.</p> <p>MR. CONNELL: Let's go off the record.</p> <p>A. If you let me finish what I'm saying, there's notes up through March 7th. There are other notes. It's not my understanding based upon my discussion with Sue Reed and based upon my review of the file that they deal with this topic.</p> <p>MR. CONNELL: Including after receipt of the February '07 notes from the Hunterdon County Probation Department until you do your letter there's no notes in those two months, February of '07 and March of '07?</p> <p>THE WITNESS: Well, that would be correct, Mr. Connell.</p> <p>BY MR. STONE:</p> <p>Q. Does anyone besides yourself and Sue Reed work on this file?</p> <p>A. Other than clerical staff, I would say no.</p> <p>Q. The only two people that would have made notes in the file were either you or Sue Reed?</p>
222	<p>A. Well, clerical staff takes phone messages, et cetera, but anything that's real -- you know what I mean -- of substance would be me or Sue Reed.</p> <p>Q. And you already indicated you were not a note taker; that's not the way you handle things?</p> <p>A. I'm generally not a note taker in the context we discussed here.</p> <p>Q. Well, I would request at least you look and see if between the 18th of October 2005, which is the date of the document produced through I guess it would be March 7, 2007, which I think is when --</p> <p>MR. CONNELL: March 20th.</p> <p>-- March 20th when the release was finally sent if there are any other notes in the file that relate to the release, I'd like those produced.</p> <p>A. All right. I can tell you gentlemen --</p> <p>Q. And lady.</p> <p>A. And lady. Folks. There is probably research notes in there, because if you take the time frame of this -- and I'm not giving those to you guys -- but if you take the time frame of all of this then there was a lawsuit filed in, I think, October of '06. So there's research notes and things of that nature in there. We were probably involved in some</p>
223	<p>sort of preliminary steps in the litigation. So there's some notes in there to that effect. So those are the type of notes that I saw when I looked through.</p> <p>MR. CONNELL: Mr. Koblin, we're not concerned about your research. We want to know whether or not there's any notes in there concerning phone conversations that you or any member of your staff had with Marcia Silva or any other prosecutor's representative in November '05, in December '05 up to and including March of '07 that deals with the execution and release and hold harmless agreement.</p> <p>THE WITNESS: I didn't see any.</p> <p>MR. CONNELL: Or between the two of you.</p> <p>THE WITNESS: I didn't see any notes or she didn't bring any to my attention that dealt with those subjects, okay. So who's up?</p> <p>MS. O'CONNOR: I don't know if he's done.</p> <p>MR. SPAGNOLA: Did we have the transcript of the 10-18-05 marked?</p> <p>MR. CONNELL: We have marked it previously.</p> <p>MS. O'CONNOR: It is DMS-2.</p> <p>MR. CONNELL: I'll give him a copy of it.</p>

<p style="text-align: right;">224</p> <p>1 CROSS-EXAMINATION BY MR. SPAGNOLA:</p> <p>2 Q. Mr. Kobin, the transcript of the</p> <p>3 proceedings before Judge DeVesa on October 18th, 2005</p> <p>4 have been marked previously as Defendant's Exhibit</p> <p>5 DMS-2.</p> <p>6 A. Yes. Go ahead.</p> <p>7 Q. We've talked about that.</p> <p>8 A. Yeah.</p> <p>9 Q. Do you see on the bottom of Page 5 after</p> <p>10 the Court stated on the record "Then why don't we</p> <p>11 conference this matter if you don't mind and maybe I</p> <p>12 can be brought up-to-date myself?" There's a</p> <p>13 reference at the bottom of Page 5 that there was a</p> <p>14 recess.</p> <p>15 A. Yes.</p> <p>16 Q. And then on Page 6, top of Page 6 the</p> <p>17 Court -- it says "court resumes" and then they go back</p> <p>18 on the record.</p> <p>19 A. Yeah. I got all of that.</p> <p>20 Q. Okay. Did you discuss with Susan Reed if</p> <p>21 that hiatus in the transcript occurred in that there</p> <p>22 was something that occurred in Judge DeVesa's chambers</p> <p>23 between her and Marcia Silva and the Court?</p> <p>24 A. Yes.</p> <p>25 Q. Did you discuss with her what went on</p>	<p style="text-align: right;">226</p> <p>1 10-18-05 notes. If you look on the left-hand side</p> <p>2 where it says "conference".</p> <p>3 Q. Yes.</p> <p>4 A. And those lines.</p> <p>5 Q. Which lines? The lines above and below</p> <p>6 the "conference"?</p> <p>7 A. She explained to me how she takes her</p> <p>8 notes. This, I think, conforms to your pages.</p> <p>9 Recess, the line.</p> <p>10 Q. The long line above "will allow app for</p> <p>11 PTI"?</p> <p>12 A. Yes.</p> <p>13 Q. And the line under it is back on the</p> <p>14 record? Did she tell you that?</p> <p>15 A. She didn't put it in those words, but</p> <p>16 that's what that -- I'm only putting in those words</p> <p>17 now because of you with the transcript.</p> <p>18 Q. Okay. What is your recollection of what</p> <p>19 she told you she recollects that occurred during that</p> <p>20 conference?</p> <p>21 A. Generally, what it was they went back in</p> <p>22 there, there was some discussion about PTI</p> <p>23 application, what had been going on in the case, and</p> <p>24 that there would be this PTI application, I guess</p> <p>25 Silva would check with her people to see what was</p>
<p style="text-align: right;">225</p> <p>1 during that conference?</p> <p>2 A. Yes.</p> <p>3 Q. Do you recall what you discussed about</p> <p>4 what went on during that in-chambers conference with</p> <p>5 Judge DeVesa?</p> <p>6 A. Do I recall what was discussed between</p> <p>7 her and I?</p> <p>8 Q. Right.</p> <p>9 A. Yes, generally speaking.</p> <p>10 Q. Did she tell you what occurred in the</p> <p>11 in-chambers conference with Judge DeVesa?</p> <p>12 A. Well, this discussion happened.</p> <p>13 Q. Is it yes or no?</p> <p>14 A. Do I recall -- say it again.</p> <p>15 MR. CONNELL: Did she tell you what</p> <p>16 happened?</p> <p>17 Q. Did she tell you what was discussed?</p> <p>18 A. As the best she could recollect she told</p> <p>19 me what her recollection was, in conjunction with</p> <p>20 looking at this, what her recollection was.</p> <p>21 Q. Did she tell you she took any notes of</p> <p>22 what occurred during the in-chambers conference with</p> <p>23 Judge DeVesa and Marcia Silva?</p> <p>24 A. I think that what -- based on my</p> <p>25 discussions with her, unless I'm incorrect -- is these</p>	<p style="text-align: right;">227</p> <p>1 going on, you know, to see if they would do it.</p> <p>2 Somebody in the chambers -- I'm not sure whether she's</p> <p>3 sure today whether it was DeVesa or Silva or Silva</p> <p>4 first then DeVesa, but there was a discussion about</p> <p>5 waiving of a civil suit in chambers.</p> <p>6 Q. Well, above the -- you'll agree after</p> <p>7 having read -- strike that. The section of the notes</p> <p>8 that you've just referred to it says "c-o-n-f" and</p> <p>9 there's a big line above it and --</p> <p>10 A. Right.</p> <p>11 Q. You think that might be her notes of what</p> <p>12 occurred in chambers. Correct?</p> <p>13 A. Right.</p> <p>14 Q. Then do you believe that the notes that</p> <p>15 occur above the big line starting with "10-18-05</p> <p>16 status conference" on down is her notes, Ms. Reed's</p> <p>17 notes of what occurred when they were in court --</p> <p>18 A. Well --</p> <p>19 Q. -- and was on the record?</p> <p>20 A. I'm looking -- no, because I'm looking at</p> <p>21 the record.</p> <p>22 Q. We know the record doesn't have any</p> <p>23 reference to --</p> <p>24 A. See --</p> <p>25 Q. Excuse me. Let me just finish the</p>

	228		230
1	question. You know that the record doesn't contain	1	because I probably zoned out -- that Sue Reed told you
2	any reference to a condition of PTI being a waiver of	2	that the condition of the waiver of the civil suit --
3	the civil suit. Correct?	3	the waiver of the civil suit as a condition of entry
4	A. Correct.	4	into PTI was discussed in chambers between her and
5	Q. Okay. And the notes, Ms. Reed's notes of	5	Marcia Silva and Judge DeVesa?
6	that conference clearly have a reference to PTI in	6	A. Between the 18th and the 9th I don't have
7	conjunction with a waiver of the civil suit. It does	7	recollection of having that type of specificity with
8	say "PTI" hyphen "but" question mark, line under that,	8	respect to this condition. It's only since then that
9	"waive civil suit".	9	I have information pertaining to the specifics of what
10	A. Right. And I would look at this and	10	was discussed and who suggested, okay.
11	say -- which I haven't done because I haven't looked	11	Q. All right. So we know that at least the
12	at it in that context -- now I would say well, why --	12	notes, Sue Reed's notes about that "PTI" hyphen "but"
13	because that waive civil suit's up there, why isn't it	13	question mark "waive civil suit" do not appear on the
14	down here in conference? I don't think anybody in	14	transcript of the proceeding before Judge DeVesa on
15	this case disagrees that -- well, maybe they do, I	15	October 18th, '05. We're all in agreement with that?
16	don't know, I wasn't there. I don't know. You know,	16	A. Yes.
17	you would at least -- I thought at this point that at	17	Q. Is there any discussion about a trial
18	least whoever suggested it, this waiver of civil suit,	18	date in January or February in the transcript of the
19	it was suggested in that conference.	19	proceeding before Judge DeVesa on October 18th, '05?
20	Q. In the chambers?	20	A. Well, you know --
21	A. In chambers.	21	Q. Specifically.
22	Q. Not on the record. Correct?	22	A. Specifically, I don't see January,
23	A. I don't know if --	23	February mentioned, but when I see looking to "hear
24	Q. There is no record of this, is there?	24	motion on the third week of December" I know where
25	A. Exactly. It couldn't be on the record, I	25	this whole thing's going, you know.
	229		231
1	don't know, if they were in the hallway.	1	Q. But on Susan Reed's notes that we've
2	Q. There's no stenographic record --	2	marked as Kobil-1, there is a reference to a "trial"
3	A. Right. We all agree.	3	period "January or February", is there not? And those
4	Q. -- that reflects the fact that what was	4	appear across from the word "conf" with the big line;
5	discussed was the waiver of the civil suit or	5	is that right?
6	execution of a release and hold harmless agreement as	6	A. Yeah. You guys are giving me less and
7	a condition of your client's entry into PTI. Correct?	7	less confidence in this transcript or the notes or
8	A. I guess that if there was maybe I	8	both.
9	wouldn't have been here for all this time, but I	9	MR. CONNELL: Certainly the notes.
10	haven't found one, and no one's told me about one, and	10	Q. We'll get to that in a minute. There's
11	you gentleman, I'm sure if you had one would have	11	another entry, I'll call it above the big line, below
12	shown it to me. So we can all agree there is no	12	the date of October 18th, '05 and above the big line.
13	stenographic record that exists.	13	It says -- it looks like it's the third entry, if you
14	Q. Do you attach any significance to the	14	would. It's below "PTI" hyphen "but waive civil
15	fact that to the left of the words there's an arrow	15	suit". It seems to say there's an arrow "pretrial",
16	"PTI but" question mark "waive civil suit", there's a	16	maybe that word is "hearing", and I suggest it's
17	double line there that runs up and down?	17	within, the "W" slash is within and then "1 MO",
18	A. Yeah, the old double line.	18	month. Do you see that on the notes? It's on the
19	Q. Do you attach any significance to it?	19	page you just flipped up, right above "trial".
20	A. Maybe --	20	A. "Pretrial hearing within", okay, if
21	Q. I'm sorry.	21	that's one month, that makes some sense.
22	A. Maybe Susan Reed does.	22	Q. Can we agree that there's no reference in
23	Q. We'll have to ask her.	23	the transcript of the hearing on 10-18-05 to a
24	Do you have any recollection of Susan	24	pretrial hearing within one month?
25	Reed telling you -- and bear with me if this was asked	25	A. Okay.

	232		234
1	Q. Can we agree on that?		1 of those things are revealed including the dates of
2	A. Well, no, I'm not -- you got to be a		2 December where they're crossed out because you can see
3	little bit careful on what you mean by pretrial		3 several -- they're talking about those dates and
4	hearing. Oh, this is the 9th? I'm not sure what kind		4 they're crossing them out when somebody's not
5	of date he's setting. See, he's got something on		5 available on those dates and they come up with
6	November 18th to filing motions. I get confused by		6 November 9th.
7	these new court rules. You know what I mean?		7 A. But I'm saying obviously, she goes down,
8	Q. I understand. But the question is this:		8 she got "hearing on motions in third week of
9	Is there any reference, do you see anything in the		9 December." That's right out of the transcript.
10	transcript of the October 18th, '05 hearing that		10 MR. CONNELL: Right after the recess.
11	specifically makes reference to a pretrial hearing		11 A. And down at the bottom of that -- yeah, I
12	within one month?		12 understand what you're saying, but you know, you're
13	A. The phrase is not used. There is a date		13 going to have to ask her. But these are notes, guys.
14	in there for November 18th.		14 So you're going to have to ask her. Does it make
15	Q. And the purpose for my question is that		15 sense that maybe that was said in a conference? But
16	if those references that I just read to you -- strike		16 why would a judge be talking about that in a
17	that. The references in Ms. Reed's notes, "PTI"		17 conference when, at least the overview I'm getting or
18	hyphen "but" question mark "waive civil suit",		18 the flavor I'm getting after reading this and going
19	"pretrial hearing within one month", "trial January or		19 through all this nonsense was that the judge wasn't
20	February", since they don't appear in the transcript		20 really in conference talking about trial. That's the
21	of October 18th, that those are items that were		21 flavor I get, but then he says trial.
22	discussed during the -- what was referenced as a		22 Q. Twice. There's a reference to a trial
23	recess that would have taken place in Judge DeVesa's		23 January or February. Right?
24	chambers between Judge DeVesa, Ms. Reed, and Marcia		24 A. Yeah. So I have no idea what it is.
25	Silva?		25 MR. SPAGNOLA: That's all I have.
	233		235
1	A. I can't answer that since I really wasn't		1 MS. O'CONNOR: Are you finished, Mike?
2	there. There is a November the 18th to file any		2 MR. STONE: Yes.
3	motions, and I'm not sure under these court rules, but		3 CROSS-EXAMINATION BY MS. O'CONNOR:
4	you know what? I lost track long ago about all these		4 Q. Susan Reed is an associate here?
5	pretrial status conferences. There's a reference to		5 A. Yes.
6	be in court in a month. There's a reference to a		6 Q. And you're a partner here?
7	December date. There's absolutely no reference -- I		7 A. Yes.
8	think there's two December dates kicked around. There		8 Q. And Susan Reed worked on this file under
9	is absolutely no reference in here, in this		9 your direction?
10	transcript, to a January or February date which, you		10 A. Well, yes, that's correct.
11	know, which I find somewhat unusual for this type of a		11 Q. Do you know whether or not your client
12	conference, but maybe the judge --		12 had any conversations with anyone in the Hunterdon
13	Q. Well, it may be unusual, but the fact		13 County Probation Department where he told them he
14	that those references appear in Ms. Reed's notes and		14 signed a release?
15	the references don't appear in the transcript and		15 A. I don't know that one way or another.
16	there is some conference that took place it looks like		16 Q. Okay. Did you do the actual research on
17	in Judge DeVesa's chambers which there is no record		17 release dismissal agreements and their validity or did
18	that those items would have been discussed in chambers		18 you have Susan Reed do it?
19	with Judge DeVesa?		19 A. It depends on what you mean by that.
20	A. You're really going to have to ask her.		20 What generally she would do, I would have an idea and
21	Q. Well, we will.		21 I would say take a look at this, and then she would
22	A. Because if you look on these notes, it		22 give me something. I would say pull up this, the
23	says "hearing on motions in third week of December".		23 mechanics of it definitely are done by her. Some of
24	That's almost like a quote from the transcript.		24 the reading is done by her. The writing is done by
25	MR. CONNELL: Yeah. After the recess all		25 her. So she would pull things and I would say this,

	236		238
1	this or this and then proceed. So I don't know how	1	to November of 2005 or after?
2	you define it, you know.	2	A. I'm using November 9th as my demarcation
3	Q. So she'd do the actual preliminary	3	point, so I don't know if I read it before November
4	research, present it to you, you would read it, have	4	9th or after November 9th.
5	perhaps more ideas on what other cases she should look	5	Q. Did you ever have a discussion with
6	at, she would go get the other cases and you would	6	either Judge DeVesa or with anyone from the
7	read the entire thing. Correct?	7	prosecutor's office concerning the Rumery case?
8	A. Yeah, if I felt like reading the entire	8	A. Ever?
9	thing, but, you know.	9	Q. Ever.
10	Q. And is that what happened in this case?	10	A. Certainly not before November 9th, that I
11	A. What happened in this case is I had my	11	know. I don't recall -- I had a few discussions, at
12	idea and she might have had her own ideas, some I'm	12	least one discussion with Abramowitz. I may have had
13	sure she did about when this was initially discussed,	13	two discussions with Abramowitz.
14	what it was about. I was generally aware of an ethics	14	Q. And that was after November 9th of 2005?
15	opinion. I did some preliminary research, I think	15	A. No. I think I had a discussion with
16	it's the Rumery case that I recall reading early on.	16	Mr. Abramowitz somewhat earlier during the course of
17	Q. And that would be in September of '06	17	the criminal case.
18	which is what you testified to?	18	Q. When you had the conversation with
19	A. No, no, no. Earlier on than that.	19	Mr. Abramowitz which you believe happened prior to
20	Q. When did you read the Rumery case?	20	November 9th of 2005, did you have a discussion with
21	A. I don't recall, but it was sooner than	21	him at that time about release dismissal agreements
22	September of '06.	22	and your legal research whether or not it included the
23	Q. In relation to November of 2005 and the	23	Rumery case?
24	filing of the complaint in October of 2006, when did	24	A. No. There was no discussion up to that
25	you read the Rumery case?	25	point about this topic. I mean it was in the early
	237		239
1	A. That's what I can't -- I don't know. I	1	stages of the criminal litigation.
2	don't know if it was -- and I'm using the 9th as a	2	Q. But I'm only interested in the early
3	demarcation point -- I don't know if I read it before	3	research with respect to release dismissal agreement.
4	the 9th or after the 9th.	4	Did you have any discussions with Mr. Abramowitz or
5	Q. You don't know if you do any research	5	anyone in the Middlesex County Prosecutor's Office
6	before November 9th, 2005?	6	concerning your research of release dismissal
7	A. Depending on how you define "research".	7	agreements?
8	Q. Did you read the Rumery case before	8	A. I certainly did not have that discussion
9	November 9th?	9	with DeVesa. I certainly didn't have that discussion
10	A. I just told you that's what I can't tell	10	with Silva. Or did I mention something along the
11	you.	11	lines of ethics or the Rumery thing with Abramowitz at
12	Q. Because you just don't have a	12	some point? I don't recall. I'm giving you the
13	recollection?	13	different flows and I'm giving you the one I recall.
14	A. I can't tell you I read the Rumery case	14	I had a somewhat heated discussion with
15	before November 9th of 2005.	15	Mr. Abramowitz.
16	Q. Do you have any research that you did do	16	Q. But you just don't have a recollection
17	relative to the release dismissal agreement? Is that	17	whether or not it included your research on release
18	contained in your Kandil file?	18	dismissal agreements?
19	A. Not the early research and not the Rumery	19	A. Yeah, you know, it probably -- I don't
20	case because the Rumery case I read early on so.	20	even know if it included the topic of a -- I don't
21	Q. But when you're saying "early on", are	21	know whether it even included the topic of the general
22	you talking about in terms of this case or are you	22	ethics or general voidability of this agreement. I
23	talking about in terms of your career?	23	can't even tell you.
24	A. In terms of this case.	24	Q. You don't remember?
25	Q. And when you say "early on", was it prior	25	A. Right.

	240		242		
1	Q.	Okay.	1	Q.	Prior to November 9th. Between
2	A.	Right.	2	October 18th and --	
3	Q.	That's fine.	3	A.	I don't think I did.
4	A.	I don't want you now to just be specific	4	Q.	When pretrial was denied on October 31 of
5		to Rumery because I don't even call it covering the	5		2005, do you know whether Mr. Kandil spoke with Ms.
6		general topic.	6		Reed about that denial of the PTI application?
7	Q.	Do you have e-mail in this office?	7	A.	I think they spoke, yeah.
8	A.	Yeah, of course we do.	8	Q.	Do you know what was said during that
9	Q.	Do you and Ms. Reed communicate by e-mail	9		conversation?
10		and have you done so relative to this case?	10	A.	Not exactly, no. I'm sure he was
11	A.	No and no.	11		informed that they had denied PTI.
12	Q.	Therefore, any discussions you would have	12	Q.	Well, he had been informed that by
13		had with Ms. Reed -- sorry -- any information you	13		receiving the letter, but the conversation is what I'm
14		would have obtained from Ms. Reed would have been	14		really after. Do you know what was said during that
15		orally?	15		conversation?
16	A.	Can't say that.	16	A.	Well, you know, you're ask -- there's a
17	Q.	You told us you don't remember reading	17		standard thing; you say you've been rejected from PTI,
18		these notes before November 9th of 2005.	18		we have a court day for the 9th, we have to see if the
19	A.	Correct, I don't remember reading the	19		prosecutor. So do I know -- I don't suppose she
20		notes.	20		talked to him about, you know, what he had for dinner.
21	Q.	So the only way you received information	21		There's a standard thing that we all say and I mean, I
22		relative to this release dismissal agreement was in	22		don't know.
23		her conversation with you; is that right?	23	Q.	I appreciate that there's a standard
24	A.	I don't think the two necessarily follow.	24		thing that you all say.
25		I don't remember reading the notes. I remember some	25	A.	I wouldn't ask her when there's a
	241		243		
1		of this information, having this information prior to	1		standard thing what she said to the client. I assume
2		November 9th of '05.	2		she said what any one would say.
3	Q.	Yes.	3	Q.	Okay. Did she tell you what she had said
4	A.	Whether I received that by flipping	4		to him? I just want to know if you have any factual
5		through notes when I got that from her.	5		knowledge as opposed to making assumptions as to what
6	Q.	You said that she had a conversation with	6		was said to the client.
7		you between October 18th and November 9th.	7	MR. CONNELL:	And what his reaction might
8	A.	Of course she did.	8		have been.
9	Q.	Okay. That's what I'm saying.	9	A.	I don't know. I don't know what exactly
10	A.	Yes.	10		she said to Mr. Kandil.
11	Q.	Okay. And that's the only way you got	11	Q.	What --
12		the information. Right?	12	A.	But just let me -- when you say do I have
13	A.	Look, I don't recall looking at these	13		any facts or do I have any basis --
14		notes.	14	Q.	I haven't even asked for the facts and
15	Q.	Fine.	15		basis yet.
16	A.	That doesn't exclude the fact that I	16	A.	That's how you premise it and I have to
17		looked at these notes.	17		say, you know, she's an attorney. That's what -- this
18	Q.	Did you have any discussions with Marcia	18		is what attorneys say. If you just stuck with what
19		Silva between October 18th and November 9th of 2005?	19		did she say to you? It makes life simple.
20	A.	The answer is no.	20	Q.	You're confusing me with other people. I
21	Q.	Did you have any discussions with your	21		have not asked you about facts or basis yet.
22		client, Mr. Kandil, between October 18th and	22	A.	Go ahead.
23		November 9th of 2005?	23	Q.	Between October 31 of 2005 when the PTI
24	A.	I had a discussion with him on	24		was dismissed and November 9th of 2005, did you have
25		November 9th.	25		any conversations with Ms. Reed concerning

244	246
<p>1 conversations that she may have had with Mr. Kandil?</p> <p>2 A. Between October 31st when PTI was denied?</p> <p>3 Q. Yes.</p> <p>4 A. First of all, I think you need to get Ms.</p> <p>5 Reed -- you know, I should get our thing in the file</p> <p>6 because I think she pointed out to me last night when</p> <p>7 we received that document and I think it was like the</p> <p>8 2nd perhaps.</p> <p>9 Q. Fine.</p> <p>10 A. So between -- so we get it on the 2nd.</p> <p>11 Now that's the denial from probation?</p> <p>12 Q. Correct.</p> <p>13 A. On the 2nd of November. Now there's</p> <p>14 seven days that go by when I need -- that basically</p> <p>15 he's out, all right. So then we need to know -- we</p> <p>16 don't know then if anybody's doing PTI at all, okay.</p> <p>17 At least I don't. You can ask Susan Reed what her</p> <p>18 impression was. Then you got this 11/9 date. So</p> <p>19 somewhere in here there's something done at the</p> <p>20 prosecutor's office which, you know, we kind of know</p> <p>21 what it is and we kind of assume what it is, there's</p> <p>22 some testimony to what it is, but that occurs in here</p> <p>23 which is then told to us as to what that determination</p> <p>24 is. If you take a look at the letter on the 9th,</p> <p>25 they're literally handed a letter on the 9th. So do I</p>	<p>1 A. Give me the dates again; November 2nd and</p> <p>2 the 9th?</p> <p>3 Q. November 9th. Seven days.</p> <p>4 A. Yes, I recall there being a discussion on</p> <p>5 the evening of the 8th. That's my recall, that there</p> <p>6 was a discussion on the 8th.</p> <p>7 Q. That you had a discussion on the 8th with</p> <p>8 Susan Reed and she said to you that they were going to</p> <p>9 make a condition of PTI that they waive the civil suit</p> <p>10 and you said, "yeah, right"?</p> <p>11 A. I don't know if it was that strong from</p> <p>12 her or it was more like they're talking about this</p> <p>13 condition or they're going to make it part of it or --</p> <p>14 but that came to my attention, that concept, on the</p> <p>15 8th.</p> <p>16 Q. Did you ever learn from her any other</p> <p>17 information other than what you've already told us --</p> <p>18 in other words --</p> <p>19 A. After?</p> <p>20 Q. No. During that week before</p> <p>21 November 9th, 2005.</p> <p>22 A. I've tried to relay to you what I recall.</p> <p>23 Q. Okay.</p> <p>24 A. That's what I've tried to do.</p> <p>25 Q. That's it. That's all I'm trying to do.</p>
245	247
<p>1 recall something on the 8th? Yes, maybe there was</p> <p>2 some communication on the 8th but, you know, that's</p> <p>3 the time frame. So between the 2nd and the 9th --</p> <p>4 what do you want to know?</p> <p>5 Q. You ready?</p> <p>6 A. Yeah.</p> <p>7 Q. Okay. Good. From the time that you</p> <p>8 received the denial of the PTI to November 9th of</p> <p>9 2005, did you have any discussions with Susan Reed</p> <p>10 concerning what she may or may not have said to</p> <p>11 Mr. Kandil?</p> <p>12 A. In that time frame?</p> <p>13 Q. In that time frame, that's it. That's</p> <p>14 seven days.</p> <p>15 A. No.</p> <p>16 Q. Okay.</p> <p>17 A. I just don't recall having any.</p> <p>18 Q. Between November 2nd and November 9th of</p> <p>19 2005, and November 2nd is the -- I think the date</p> <p>20 we're using for the denial of PTI?</p> <p>21 MR. CONNELL: His receipt of the denial.</p> <p>22 Q. Yeah. Did you have any discussions with</p> <p>23 Susan Reed concerning any conversations that she may</p> <p>24 have had with the Middlesex County Prosecutor's Office</p> <p>25 concerning what action they were going to take?</p>	<p>1 A. Yeah, that's all I can -- if I recall</p> <p>2 something else, I'll let you know.</p> <p>3 MR. BITTERMAN: I just want to clarify.</p> <p>4 By November 8th you knew the prosecutor had, in fact,</p> <p>5 overruled the program and was going to admit your</p> <p>6 client to PTI. You did testify to that previously.</p> <p>7 Correct?</p> <p>8 THE WITNESS: I would say that that is my</p> <p>9 best recollection that I knew that.</p> <p>10 MR. BITTERMAN: Okay, counsel.</p> <p>11 BY MS. O'CONNOR:</p> <p>12 Q. Do you know whether or not Ms. Reed makes</p> <p>13 prep notes? In other words, prior to going on an</p> <p>14 appearance, she reviews the file and writes notes to</p> <p>15 herself concerning important dates or dates she wants</p> <p>16 to communicate to the Court?</p> <p>17 A. Yeah. It depends on what the appearance</p> <p>18 is, but yes, I think she does. I think if she's going</p> <p>19 to an argument, I think that's what these handwritten</p> <p>20 four things might be. I don't know.</p> <p>21 Q. You've seen prep notes in the file from</p> <p>22 Sue Reed. Right?</p> <p>23 A. I've seen her do prep notes for</p> <p>24 various -- for motions that she's going to go on or</p> <p>25 for deps that she's going to take, things like that.</p>
244	246
<p>1 conversations that she may have had with Mr. Kandil?</p> <p>2 A. Between October 31st when PTI was denied?</p> <p>3 Q. Yes.</p> <p>4 A. First of all, I think you need to get Ms.</p> <p>5 Reed -- you know, I should get our thing in the file</p> <p>6 because I think she pointed out to me last night when</p> <p>7 we received that document and I think it was like the</p> <p>8 2nd perhaps.</p> <p>9 Q. Fine.</p> <p>10 A. So between -- so we get it on the 2nd.</p> <p>11 Now that's the denial from probation?</p> <p>12 Q. Correct.</p> <p>13 A. On the 2nd of November. Now there's</p> <p>14 seven days that go by when I need -- that basically</p> <p>15 he's out, all right. So then we need to know -- we</p> <p>16 don't know then if anybody's doing PTI at all, okay.</p> <p>17 At least I don't. You can ask Susan Reed what her</p> <p>18 impression was. Then you got this 11/9 date. So</p> <p>19 somewhere in here there's something done at the</p> <p>20 prosecutor's office which, you know, we kind of know</p> <p>21 what it is and we kind of assume what it is, there's</p> <p>22 some testimony to what it is, but that occurs in here</p> <p>23 which is then told to us as to what that determination</p> <p>24 is. If you take a look at the letter on the 9th,</p> <p>25 they're literally handed a letter on the 9th. So do I</p>	<p>1 A. Give me the dates again; November 2nd and</p> <p>2 the 9th?</p> <p>3 Q. November 9th. Seven days.</p> <p>4 A. Yes, I recall there being a discussion on</p> <p>5 the evening of the 8th. That's my recall, that there</p> <p>6 was a discussion on the 8th.</p> <p>7 Q. That you had a discussion on the 8th with</p> <p>8 Susan Reed and she said to you that they were going to</p> <p>9 make a condition of PTI that they waive the civil suit</p> <p>10 and you said, "yeah, right"?</p> <p>11 A. I don't know if it was that strong from</p> <p>12 her or it was more like they're talking about this</p> <p>13 condition or they're going to make it part of it or --</p> <p>14 but that came to my attention, that concept, on the</p> <p>15 8th.</p> <p>16 Q. Did you ever learn from her any other</p> <p>17 information other than what you've already told us --</p> <p>18 in other words --</p> <p>19 A. After?</p> <p>20 Q. No. During that week before</p> <p>21 November 9th, 2005.</p> <p>22 A. I've tried to relay to you what I recall.</p> <p>23 Q. Okay.</p> <p>24 A. That's what I've tried to do.</p> <p>25 Q. That's it. That's all I'm trying to do.</p>
245	247
<p>1 recall something on the 8th? Yes, maybe there was</p> <p>2 some communication on the 8th but, you know, that's</p> <p>3 the time frame. So between the 2nd and the 9th --</p> <p>4 what do you want to know?</p> <p>5 Q. You ready?</p> <p>6 A. Yeah.</p> <p>7 Q. Okay. Good. From the time that you</p> <p>8 received the denial of the PTI to November 9th of</p> <p>9 2005, did you have any discussions with Susan Reed</p> <p>10 concerning what she may or may not have said to</p> <p>11 Mr. Kandil?</p> <p>12 A. In that time frame?</p> <p>13 Q. In that time frame, that's it. That's</p> <p>14 seven days.</p> <p>15 A. No.</p> <p>16 Q. Okay.</p> <p>17 A. I just don't recall having any.</p> <p>18 Q. Between November 2nd and November 9th of</p> <p>19 2005, and November 2nd is the -- I think the date</p> <p>20 we're using for the denial of PTI?</p> <p>21 MR. CONNELL: His receipt of the denial.</p> <p>22 Q. Yeah. Did you have any discussions with</p> <p>23 Susan Reed concerning any conversations that she may</p> <p>24 have had with the Middlesex County Prosecutor's Office</p> <p>25 concerning what action they were going to take?</p>	<p>1 A. Yeah, that's all I can -- if I recall</p> <p>2 something else, I'll let you know.</p> <p>3 MR. BITTERMAN: I just want to clarify.</p> <p>4 By November 8th you knew the prosecutor had, in fact,</p> <p>5 overruled the program and was going to admit your</p> <p>6 client to PTI. You did testify to that previously.</p> <p>7 Correct?</p> <p>8 THE WITNESS: I would say that that is my</p> <p>9 best recollection that I knew that.</p> <p>10 MR. BITTERMAN: Okay, counsel.</p> <p>11 BY MS. O'CONNOR:</p> <p>12 Q. Do you know whether or not Ms. Reed makes</p> <p>13 prep notes? In other words, prior to going on an</p> <p>14 appearance, she reviews the file and writes notes to</p> <p>15 herself concerning important dates or dates she wants</p> <p>16 to communicate to the Court?</p> <p>17 A. Yeah. It depends on what the appearance</p> <p>18 is, but yes, I think she does. I think if she's going</p> <p>19 to an argument, I think that's what these handwritten</p> <p>20 four things might be. I don't know.</p> <p>21 Q. You've seen prep notes in the file from</p> <p>22 Sue Reed. Right?</p> <p>23 A. I've seen her do prep notes for</p> <p>24 various -- for motions that she's going to go on or</p> <p>25 for deps that she's going to take, things like that.</p>

	248	
1	Q. How was it decided that Ms. Reed would be	1 that there was between these dates no real time to
2	going on the October 18, 2005 conference?	2 talk to the client, you're right, that I would have
3	A. No, I would say it's more that would be	3 had to go down on the 9th and I would not have been
4	the normal procedure. How is it decided that I was	4 happy at that point about being boxed in. And now
5	down there on 11/9 is the question.	5 that when I look at this and see how all this
6	Q. That's my next question. But	6 happened, being boxed into this date --
7	October 18th of 2005 she is the associate working on	7 MR. CONNELL: But all the question is
8	your file and she would be the one handling	8 does the fact that the release and hold harmless
9	appearances and conferences. Right?	9 agreement came up on November 8th and your obvious
10	A. She would be handling most of the things,	10 outrage about that whole condition, was that the
11	generally speaking, up until a trial.	11 premise upon which you said I'll handle this
12	Q. Okay. November 9th of 2005 why -- how is	12 appearance tomorrow, I'm going and I'll take care of
13	it that you went as opposed to Ms. Reed?	13 everybody? Did you have that discussion?
14	A. That's a good question and having	14 THE WITNESS: That was -- first of all, I
15	reviewed -- that question is of direct concern to me	15 apparently had to go that day anyway for coverage.
16	and that is I don't know why. And now I look at this	16 That would have been a conversation, Mr. Connell,
17	conference and I see that everybody at this status	17 that's a very fair statement. The other consideration
18	conference was concerned about things they had to do.	18 would have been that I would have had to have been the
19	MR. CONNELL: Right. Page 7 talks about	19 one who spoke to the client about this.
20	her conflicts, not yours.	20 MR. CONNELL: Even though Sue Reed has in
21	THE WITNESS: Actually, ask Susan Reed	21 her notes on October 18th "waive civil suit", you
22	about that, whether they're Ms. Silva's or Ms. Reed's	22 don't think she spoke to the client about waiving the
23	or both of theirs.	23 civil suit on October 18th?
24	MR. CONNELL: Both.	24 THE WITNESS: See, Mr. Connell, that's
25	A. Seemed to be of great concern of theirs.	25 different. I'm not saying she didn't speak to him.
	249	
1	The fact that I was going to have a rejection on the	251
2	2nd and oh, Mr. Kobil can be down there on the 9th,	1 I'm saying that given the condition, I would have felt
3	and oh, by the way, maybe they can try this case on	2 and Sue would have felt that I had to speak to him,
4	January or February.	3 okay.
5	Q. So you don't know how you went on	4 MR. CONNELL: Did Ms. Reed appear to be
6	November 9th as opposed to Susan Reed?	5 outraged to you when she ultimately told you about
7	A. Apparently, I was free that day.	6 this waiver of the civil suit? Was she outraged that
8	Q. So there was no specific idea that you	7 it was a condition?
9	needed to go on the November 9th appearance because it	8 THE WITNESS: I don't know the answer.
10	was going to resolve that day?	9 Was Sue Reed outraged?
11	A. No. There was no idea that when they	10 MR. CONNELL: Yeah, because she knew
12	were setting that date at that point that I would need	11 about it on October 18th. Did she come back in an
13	to be there. Now --	12 outrage about the facts that the condition of PTI was
14	MR. CONNELL: There was no outrage of you	13 going to be a waiver of the civil suit?
15	on November 8th upon hearing about this release and	14 THE WITNESS: She certainly didn't
16	hold harmless agreement that you, the boss, was going	15 communicate with me on the 18th.
17	to go down and take care of this and straighten	16 MR. CONNELL: Did you ask her once she
18	everybody out down there, was there?	17 did communicate with you on at least the 18th, it may
19	THE WITNESS: Well, I was going to try to	18 have been earlier, but you say certainly by the 8th I
20	finish the thought that as of the 8th when I was	19 knew about it because now I'm going down on the 9th,
21	informed of this --	20 did you ask her did you do any research on this thing?
22	MR. CONNELL: Well, you certainly knew by	21 Did you get me the documentation so I could be loaded
23	the 8th. You may have known it before.	22 for bear when I go down there on the 9th and put the
24	THE WITNESS: Right. But then I would	23 judge in his place and put the prosecutor in his
25	have been given this issue, okay, and given the fact	24 place?
		25 THE WITNESS: I -- hold it. When I spoke

	252		254
1	to her on the 8th, did I ask her if she had done	1	to tell you this?
2	research?	2	THE WITNESS: What was she going to tell
3	MR. CONNELL: Yeah.	3	me?
4	THE WITNESS: No, because I just told you	4	MR. CONNELL: About this condition
5	Mr. Connell --	5	that --
6	MR. CONNELL: Just answer my question.	6	THE WITNESS: You're saying she waited
7	You didn't ask her that, so she didn't express outrage	7	three weeks. You can add up the dates.
8	to you on her own part. You're the one who expressed	8	MR. CONNELL: Between October 18th and
9	the outrage about this, but she wasn't outraged about	9	November 9th.
10	this condition, at least she didn't express it to you	10	THE WITNESS: Miss Reed and I don't
11	since October 18th since it's in her notes?	11	necessarily have to do research to know about this
12	THE WITNESS: I don't know that she	12	type of request.
13	wasn't outraged.	13	MR. CONNELL: If it's so obvious to you
14	MR. CONNELL: She didn't express it to	14	and so outrageous, why didn't you say something to
15	you, her outrage about this condition?	15	them on November 9th without your research?
16	THE WITNESS: Miss Reed has expressed her	16	THE WITNESS: Because I would have run my
17	opinion about this condition to me.	17	client up the tank to a five-year NERA flagpole, Mr.
18	MR. CONNELL: Did she do it between	18	Connell.
19	October 18th and November 8th?	19	MR. CONNELL: He was offered probation.
20	THE WITNESS: It's not my recollection	20	THE WITNESS: They were going to yank it.
21	that I had any discussions with her until the 8th.	21	MR. CONNELL: They were also offering
22	MR. CONNELL: So then she didn't express	22	a --
23	that she was outraged about the condition. You were	23	THE WITNESS: Because he wasn't guilty.
24	the first one to express outrage between the two of	24	He couldn't give a factual basis, sir.
25	you to each other about the condition?	25	MR. CONNELL: Therefore, you could have
	253		255
1	THE WITNESS: No. I would say she	1	gone to trial.
2	expressed however you define "outrage" when she said	2	THE WITNESS: Great, and run him up the
3	to me -- when she mentioned the condition to me.	3	NERA flagpole with a five-year sentence. That's why I
4	MR. CONNELL: So she didn't say that she	4	didn't do it, Mr. Connell, and that's why my client
5	wasn't taken back by it, she disagreed with it, she	5	didn't do it.
6	objected to it, she was outraged by it; none of that	6	MR. BITTERMAN: Can I just ask a
7	stuff?	7	question, counsel?
8	THE WITNESS: Oh, she was absolutely	8	MR. CONNELL: Exactly why.
9	found it to be a horrendous type of situation.	9	MR. BITTERMAN: You keep talking about
10	MR. CONNELL: So when she knew that a	10	November the 8th. Is that the day you're saying you
11	court appearance was on November 9th, does she tell	11	found out --
12	you and by the way, I've done all the research on this	12	THE WITNESS: You know --
13	thing, here's the ethics opinions, here's the	13	MR. BITTERMAN: Can I finish the
14	research, here's the cases that tell them they can't	14	question?
15	be doing this so when you go down there, Mr. Kobin,	15	THE WITNESS: Yes.
16	here's the stuff and you can set them straight on; she	16	MR. BITTERMAN: Because you keep saying
17	never did that and didn't give that information to	17	the 8th today. Is that the day you found out that
18	you?	18	Prosecutor Silva overruled the program was allowing
19	THE WITNESS: We've now -- first off, I	19	your client into PTI?
20	worked with Miss Reed for 11 years. Miss Reed and I	20	THE WITNESS: I think it is.
21	know and we know that all the prosecutors in this	21	MR. BITTERMAN: Is your memory better now
22	state know that this is an unethical thing to do, that	22	than during the first part of your deposition? I
23	this is an improper thing to do and a void act. We	23	think it was May 28th.
24	all know.	24	THE WITNESS: No. Go ahead.
25	MR. CONNELL: And she waited three weeks	25	MR. BITTERMAN: Because on May 28th you

<p>256</p> <p>1 said it was somewhere between October 31st. "It was 2 before the 9th, but I can't say whether it was on the 3 8th." That's your testimony.</p> <p>4 THE WITNESS: Right. And my recollection 5 is --</p> <p>6 MR. BITTERMAN: You specifically said 7 "but I can't say whether it was on the 8th." Do you 8 see that? And you can look at anything you want to 9 see if I put that in proper context.</p> <p>10 THE WITNESS: Well, now I know we didn't 11 get the letter 'til the 2nd which I didn't have then.</p> <p>12 MR. BITTERMAN: The question I have, did 13 you testify under oath that you didn't know whether it 14 was the 8th when I asked you that on May 28th?</p> <p>15 THE WITNESS: Yeah, I did say that, "but 16 I can't say whether it was on the 8th."</p> <p>17 MR. BITTERMAN: Is your memory now better 18 today than it was last week?</p> <p>19 THE WITNESS: My memory isn't better, but 20 I've sat down and given some thought to this, looked 21 at some calendars, and I'm pretty sure that the 9th 22 was -- in other words, it wasn't a Monday, okay, which 23 I didn't know before. So I think it was like a 24 working week, so -- and I know that I'd only gotten it 25 on the 2nd, I think so, you know, that part helps me</p>	<p>258</p> <p>1 the record, do you have any discussions with Judge 2 DeVesa concerning the hold harmless agreement?</p> <p>3 A. No.</p> <p>4 Q. When you and your client signed the 5 agreement, which has been previously marked as DMS-3, 6 you had your client read the document. Correct?</p> <p>7 A. Yes.</p> <p>8 Q. And the document specifically says, "I 9 consent to the above conditions", and one of the 10 conditions was that the defendant was to execute a 11 hold harmless agreement. Right?</p> <p>12 A. Yes.</p> <p>13 Q. Okay. And it further indicates that the 14 client and, of course, you signed it as well, that you 15 agree to a postponement of the trial period as well. 16 Correct?</p> <p>17 A. Postponement on prosecution, is that what 18 it says?</p> <p>19 Q. Well, it says actually "postponement of 20 further proceedings."</p> <p>21 A. There we go.</p> <p>22 Q. Okay. Right?</p> <p>23 A. Yes.</p> <p>24 Q. Okay. Did you point out that language to 25 your client before he signed it?</p>
<p>257</p> <p>1 out with those dates, yeah. So now I think that it 2 was the 8th.</p> <p>3 MR. BITTERMAN: Okay. That's all.</p> <p>4 THE WITNESS: So my memory is not better, 5 but I've excluded some days in there that helped me 6 out a little.</p> <p>7 MR. BITTERMAN: Okay.</p> <p>8 THE WITNESS: That's what I think 9 happens.</p> <p>10 MS. O'CONNOR: Let me finish.</p> <p>11 CONTINUING CROSS-EXAMINATION BY MS. O'CONNOR:</p> <p>12 Q. On November 9th, 2005 when Silva handed 13 the documents to you, did you have any discussions 14 with her at that time?</p> <p>15 A. No, I don't think I really -- anything 16 substantial, no. And I'm not sure she handed me the 17 documents, but go ahead. I thought some clerk did 18 maybe.</p> <p>19 Q. On November 9th, 2005 prior to going on 20 the record, did you have any conversations with Marcia 21 Silva concerning executing a hold harmless agreement?</p> <p>22 A. Any discussions about it?</p> <p>23 Q. Yeah.</p> <p>24 A. Don't remember.</p> <p>25 Q. Prior to November 9th, 2005 and going on</p>	<p>259</p> <p>1 A. The postponement of further proceedings?</p> <p>2 Q. No. The whole paragraph concerning 3 consent and agree to the conditions.</p> <p>4 A. Yeah. I mean we went over the general 5 thing that he was consenting, that he was -- I even 6 told him I'm sure at that point they're calling it a 7 hold harmless, but what they really mean is a release 8 and dismissal agreement and they want you to sign one.</p> <p>9 Q. What steps did you take to determine that 10 no one in this office provided Silva with the 11 information that the agreement had been signed and 12 filed?</p> <p>13 A. Say that again.</p> <p>14 Q. You previously testified that no one in 15 this office, that you have no information in this 16 office that anyone told Silva that the documents -- 17 meaning the release and dismissal agreement -- was 18 done and filed. Right?</p> <p>19 A. Oh, what did I do to check on that?</p> <p>20 Q. Yeah.</p> <p>21 A. I asked, Did any of you girls tell her 22 that?</p> <p>23 Q. And who did you specifically ask?</p> <p>24 A. I probably didn't ask anyone 25 specifically. I probably went by, they're all</p>

	260		262
1	standing there and said, You girls remember that?	1	have a conflict?
2	Q. Who is Eva?	2	A. First of all, you're way beyond what
3	A. She's a secretary. June's a secretary.	3	we're doing here right now.
4	Q. Eva Macarrico, is she your secretary?	4	Q. Okay.
5	A. June is mine.	5	A. So we're done with that discussion.
6	Q. June is yours. Eva, who does she work	6	Q. All right.
7	for?	7	A. But it's -- obviously, I've already
8	A. She works for Sue specifically.	8	broached this with Judge Arleo to a certain extent.
9	Q. Sue Reed?	9	So I have spent some time with some of these summary
10	A. Yeah, but I may ask someone to do	10	judgment cases over the last few days taking a look at
11	something here and there.	11	how these things have shaken out, you know, and it's a
12	Q. Did you prepare the release or did Susan	12	topic I may have to broach with Judge Arleo real soon
13	Reed prepare the release?	13	because if another attorney comes in, you know, he's
14	A. To tell you the truth, it is somewhat of	14	going to need some time to do things. So obviously,
15	a form document in a firm like this. One of the girls	15	another attorney is going to -- this had nothing to do
16	may have prepared it, spit it out.	16	with the questioning, but obviously, another attorney
17	Q. And when Mr. Kandil signed the document,	17	is going to have to argue this motion because if my
18	did you meet with him to sign the document or was that	18	credibility is at issue and Ms. Reed's credibility is
19	Ms. Reed who met with him when he signed the release?	19	at issue, then I can't very well stand up and say gee,
20	A. Don't remember who met with him.	20	we should all believe Mr. Kobil, although I'd like to,
21	Q. Miss Macarrico is actually the individual	21	but I probably can't do that.
22	who certified to his signature. Would that refresh	22	Q. Did you, Ms. Reed or anyone in your
23	your recollection as to who would have met with him;	23	office have discussions with the prosecutor's office
24	either you or Ms. Reed?	24	after the motion to terminate PTI was filed?
25	A. It leans towards Ms. Reed, but I can	25	A. I didn't.
	261		263
1	assure you that I discussed with Mr. Kandil what it	1	Q. Do you know of anyone else in your office
2	was and what the document meant.	2	who may have?
3	Q. Do you know if Susan Reed had any	3	A. Don't know if Ms. Reed --
4	discussions with Mr. Kandil concerning the release and	4	Q. Did you, Ms. Reed or anyone in your
5	what the document meant after November 9th of 2005?	5	office have any discussions with anyone in the
6	A. Don't know if she did and you know -- but	6	probation department after the motion to terminate was
7	I don't know if she did. You'll have to ask her if	7	filed?
8	she did.	8	A. I don't know if she had discussions, but
9	Q. She didn't tell you if she did. I'm	9	she certainly sent them some correspondence.
10	looking for your information.	10	Q. Yes. Did you have any discussions with
11	A. No, I wouldn't have -- she didn't tell me	11	that probation department?
12	and I wouldn't have asked her because I went over it	12	A. No. Well, I don't recall having them.
13	with him. I went over the whole topic with him and	13	It would be unlikely.
14	told him what I told you so far.	14	Q. At any point in time up to today did Ms.
15	Q. Did you ever discuss with your client	15	Reed ever tell you that it was Judge DeVesa's idea to
16	that perhaps you would need a different attorney, he	16	premise PTI on a waiver of the civil suit?
17	would need a different attorney than you to pursue the	17	A. Up until when?
18	civil suit?	18	Q. Today.
19	A. I told him that that's going to become an	19	A. No. She didn't say that it was his idea.
20	issue at some point. Perhaps we have to see how that	20	Q. Up until today, did Ms. Reed ever tell
21	shakes out, whether it's a total conflict, how it	21	you that it was the Middlesex County Prosecutor's idea
22	works out.	22	to premise the waiver of a civil suit on the PTI
23	Q. And did you do anything else other than	23	application?
24	tell your client that we have to take a wait-and-see	24	A. Well, the answer to that is that that's
25	attitude as to whether or not you, Mr. Kobil, would	25	how I understood her communication to me.

<p style="text-align: right;">264</p> <p>1 Q. And that would be on November 8th of 2005 2 or that would be subsequent thereto?</p> <p>3 A. That would be between November 8th of 4 2005 and when I recently began reviewing some of the 5 material in this case.</p> <p>6 Q. In preparation for your deposition, you 7 mean?</p> <p>8 A. Well, I don't know if it was in prep for 9 the deposition, but you know, when I started to take a 10 look at the case. But really, I would say as far as 11 some of these transcripts, yeah, this is really the 12 first time I've really taken a hard look at some of 13 these transcripts and some of these conferences.</p> <p>14 MR. CONNELL: Did she ever tell you that 15 it was not DeVesa's idea up until today?</p> <p>16 THE WITNESS: The reason I'm answering 17 that way is I don't know if she has a recollection of 18 who. You see, when you say "idea" there's a question 19 I think you're going to get at or at least from my 20 conversations as to who first suggested it, okay. If 21 that's what you mean by "idea", who first said dismiss 22 the suit.</p> <p>23 MR. CONNELL: Let's use that. Did Ms. 24 Reed tell you before you ever got here today, after 25 you've now heard this is the story and the</p>	<p style="text-align: right;">266</p> <p>1 2005 to consent to the waiver of the civil suit in 2 exchange for the PTI being granted?</p> <p>3 A. That would depend upon -- that's a broad 4 question.</p> <p>5 Q. Would she have had to consult with you 6 before consenting to waive a civil suit to agree -- 7 strike that.</p> <p>8 Would Ms. Reed have had to consult with 9 you prior to agreeing to waive a civil suit as a 10 condition of a successful PTI application?</p> <p>11 A. That it would depend, again, on the 12 circumstances.</p> <p>13 Q. I'm specifically talking about 14 Mr. Kandil's case.</p> <p>15 A. And the way it unfolded?</p> <p>16 Q. All I'm saying is would she have had the 17 authority to broker that deal on October 18, 2005 18 without your authority?</p> <p>19 A. If she had been down there on the 9th, if 20 she had been there on the 9th -- well, yes and no. I 21 can't answer it that way. If they had said to her on 22 that day on the 18th, under certain circumstances she 23 could do it. If it was apparent that the State had us 24 over the barrel, if it was apparent that there was no 25 wiggle room and they were -- they had, you know, all</p>
<p style="text-align: right;">265</p> <p>1 prosecutor's deposition certainly affirms that, did 2 Ms. Reed up until today ever tell you that it was not 3 Judge DeVesa that initially suggested a waiver or 4 dismissal of the civil rights of Mr. Kandil?</p> <p>5 THE WITNESS: If that suggestion is first 6 mentioned, okay, then I don't know that. She can give 7 you a yes or no on that.</p> <p>8 MR. CONNELL: I didn't ask you that. I 9 asked you not what she's going to tell us. Did she 10 ever tell you that it was not DeVesa that made this 11 initial suggestion?</p> <p>12 THE WITNESS: You know, since I only 13 remember the conversation I had with her yesterday 14 about it.</p> <p>15 MR. CONNELL: Should be pretty clear in 16 your mind then.</p> <p>17 THE WITNESS: That's what I'm telling 18 you. She doesn't know one way or the other.</p> <p>19 MS. O'CONNOR: She just doesn't know.</p> <p>20 THE WITNESS: That's my -- yes, I think 21 that's what she's going to say, yeah, you know.</p> <p>22 MR. CONNELL: Fine. Thank you.</p> <p>23 CONTINUING CROSS-EXAMINATION MS. O'CONNOR:</p> <p>24 Q. Would Ms. Reed have had the authority on 25 this Kandil file to make an agreement on October 18,</p>	<p style="text-align: right;">267</p> <p>1 of this is in the context of mandatory sentencing and 2 NERA, so you know, yeah, she would be able to do it 3 under circumstances, and perhaps in the Kandil case 4 she could do it.</p> <p>5 Q. Without consulting you? That's the 6 question. Does she have to consult you before she 7 could make a deal? That's it.</p> <p>8 A. In this case there was time to tell me 9 about it, okay. So in this case given the time to 10 tell me about it, it's unlikely. Yeah, I would not be 11 happy if I didn't know about it before she committed 12 to it.</p> <p>13 Q. Do you know --</p> <p>14 A. But authority to do things for a lawyer 15 depends upon a lot of things. So I don't like to just 16 give a general statement, but apparently, in this 17 case, she had at least some time to get to me to 18 discuss this with me.</p> <p>19 Q. Between October 18th and November 9th of 20 2005, did Susan Reed ever tell you that she had 21 committed to if the prosecutor's office can get 22 Mr. Kandil into that PTI that Mr. Kandil would waive 23 his civil suit?</p> <p>24 A. Up until November 9th did she tell me 25 that?</p>

	268		
1	Q. Yes.		
2	A. That she had committed to that? No.		
3	Q. Since November 9th of 2005, has Ms. Reed		
4	ever told you that on October 18th, 2005 she committed		
5	to having Mr. Kandil waive his civil suit if the		
6	prosecutor's office got him into PTI?		
7	A. No.		
8	Q. Did she ever tell you, in fact, the		
9	opposite; that she never made such a commitment on		
10	October 18th, 2005?		
11	A. She never used those words to me. I		
12	never asked her the question. I didn't think she had,		
13	so I didn't ask. It was never an impression in my		
14	mind that she had committed on October 18th, 2005 to		
15	anything other than to make me go down there on the		
16	9th.		
17	MR. CONNELL: Was that the kind of a		
18	topic, this release and hold harmless agreement, that		
19	you would expect that she would call you before she		
20	would ever make that commitment, since it's your		
21	client and your case?		
22	THE WITNESS: Yeah. I wouldn't expect --		
23	yeah. First of all, I wouldn't expect the time		
24	scenario the way in this, so I would have expect to		
25	have been consulted? Absolutely. The answer is I		
	269		
1	would have expect to have been consulted. I would		
2	have expect to have been consulted in -- well, if I		
3	remember -- first of all, I wouldn't have expected the		
4	date that came up, the 9th, and it looks like the		
5	18th, the 9th. But you know, for this type of thing,		
6	consultation is probably not the appropriate word.		
7	MR. CONNELL: It's too weak a word, in		
8	fact. It's not asking for your opinion. It's pretty		
9	much asking for your authority to enter into this		
10	agreement, was it not?		
11	THE WITNESS: It was an extremely		
12	truncated time scenario for what we were dealing with.		
13	MR. CONNELL: Would it surprise you that		
14	Susan Reed would have called you from the courthouse		
15	on October 18th, '05 to ascertain your willingness to		
16	get involved in that? Would that surprise you? That		
17	she would at least have made that effort based upon		
18	your relationship with her and the authority you give		
19	her in regards to a criminal case of second and third		
20	degree offenses?		
21	THE WITNESS: No, I would not be		
22	surprised that she would not have called me from the		
23	courthouse on that date. You know, she's been doing		
24	this for -- she was a prosecutor for longer than I was		
25	and she actually handled police misconduct cases.		
	270		
1	MR. STONE: Did she ever say that this		
2	situation where a hold harmless agreement was		
3	requested as part of entrance into PTI occurred before		
4	in her work history?		
5	THE WITNESS: I asked her that question		
6	because we were in the same office and we overlapped		
7	for a period of time. I was there before her, she was		
8	there after me, and she was literally in the		
9	quote/unquote I think, you know, the Investigation		
10	Unit. So I asked her that question. And I think she		
11	said the topic had come up while she was a prosecutor,		
12	but it's the same answer; nobody does these things.		
13	MR. STONE: I didn't ask the topic. Did		
14	she ever say that there was an instance in a case		
15	where regarding PTI it was conditioned upon waiver of		
16	a civil suit?		
17	THE WITNESS: If your question is was she		
18	ever involved in something? Based on my question, her		
19	answer she told me is no.		
20	MR. STONE: You said numerous times that		
21	because of these time constraints. Are you talking		
22	about the time between October 18th and November 9th?		
23	THE WITNESS: I'm talking about the time		
24	between October 18th and November 9th. I'm talking		
25	about the time between November 2nd really and the		
	271		
1	9th.		
2	MR. STONE: Well, if on October 18th the		
3	issue of PTI waiver civil suit first came up, did you		
4	ask Susan Reed why she waited until the 8th of		
5	November to bring it to your attention?		
6	THE WITNESS: I didn't ask her that		
7	specific question.		
8	MR. STONE: Okay.		
9	MR. CONNELL: We're done.		
10	MS. O'CONNOR: I'm through.		
11	(The deposition is concluded.)		
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			

272

CERTIFICATE

I, MARYANNE DELPOME BONIELLO, a Certified Court Reporter of the State of New Jersey, do hereby certify that prior to the commencement of the examination

ROBERT D. KOBIN, ESQ.  
was duly sworn by me to testify to the truth, the whole truth and nothing but the truth.

I DO FURTHER CERTIFY that the foregoing is a true and accurate transcript of the testimony as taken stenographically by and before me at the time, place and on the date hereinbefore set forth, to the best of my ability.

I DO FURTHER CERTIFY that I am neither a relative nor employee nor attorney nor counsel for any of the parties to this action, and that I am neither a relative nor employee of such attorney or counsel, and that I am not financially interested in this action.



MARYANNE DELPOME BONIELLO, C.C.R.  
Certified Court Reporter of the State of New Jersey  
License No. XI07110

## KEYWORD INDEX - KANDIL v. YURKOVIC, et al.

'05 [10] - 205:24, 207:12, 208:17, 223:10, 230:15, 230:19, 231:12, 241:2, 269:15	2006 [6] - 160:11, 160:13, 162:15, 162:16, 183:11, 236:24	2007 [12] - 159:21, 159:25, 160:20, 183:3, 188:20, 200:22, 201:3, 201:25, 202:11, 204:9, 220:20, 222:12	2009 [1] - 132:20	201 [1] - 132:25	206 [1] - 133:25	20th [3] - 187:9, 222:13, 222:14	21st [1] - 188:22	224 [1] - 133:21	235 [1] - 133:22	25 [1] - 157:17	27 [3] - 168:8, 168:15, 169:14	28 [1] - 132:20	28th [3] - 255:23, 255:25, 256:14	2nd [11] - 244:8, 244:10, 244:13, 245:3, 245:18, 245:19, 246:1, 249:2, 256:11, 256:25, 270:25	3 [1] - 133:25	31 [2] - 242:4, 243:23	31st [2] - 244:2, 256:1	5 [4] - 158:25, 159:1, 224:9, 224:13	52 [1] - 158:25	59 [6] - 151:13, 151:14, 152:21, 152:22, 153:16, 154:9	6 [2] - 224:16	60 [4] - 153:16, 154:9, 156:9, 157:17	61 [2] - 153:16, 154:9	612 [1] - 132:24	62 [3] - 153:17, 158:25, 159:1	7 [2] - 222:12, 248:19	7th [1] - 221:8	8-4-05 [1] - 210:5	8th [31] - 186:17, 186:18, 196:15, 212:20, 213:9, 245:1, 245:2, 246:5, 246:6, 246:7, 246:15, 247:4, 249:15, 249:20, 249:23, 250:9, 251:18, 252:1, 252:19, 252:21, 255:10, 255:17, 256:3, 256:7, 256:14, 256:16, 257:2, 264:1, 264:3, 271:4	99 [1] - 194:6	9:00 [2] - 218:21, 218:25	9th [81] - 134:15, 152:25, 153:8, 154:18, 155:17, 157:25, 158:1, 159:1, 180:25, 183:1, 189:23, 196:9, 207:19, 208:5, 208:11, 208:15, 209:22, 210:18, 211:11, 217:16, 217:20, 218:16, 218:19, 220:1, 220:10, 220:19, 222:10, 224:3, 236:23, 237:6, 237:15, 238:1, 238:14, 238:20, 240:18, 241:19, 241:23, 242:5, 243:23, 243:24, 245:9, 245:19, 246:21, 248:2, 248:7, 248:12, 257:12, 257:19, 257:25, 261:5, 264:1, 264:4, 266:1, 266:17, 267:20, 268:3, 268:4, 268:10, 268:14, 268:18, 268:20, 268:24, 268:25, 269:1, 269:17, 269:25, 270:1, 270:17, 270:25, 271:1, 271:25, 272:1, 272:25, 273:1, 273:25, 274:1, 274:25, 275:1, 275:25, 276:1, 276:25, 277:1, 277:25, 278:1, 278:25, 279:1, 279:25, 280:1, 280:25, 281:1, 281:25, 282:1, 282:25, 283:1, 283:25, 284:1, 284:25, 285:1, 285:25, 286:1, 286:25, 287:1, 287:25, 288:1, 288:25, 289:1, 289:25, 290:1, 290:25, 291:1, 291:25, 292:1, 292:25, 293:1, 293:25, 294:1, 294:25, 295:1, 295:25, 296:1, 296:25, 297:1, 297:25, 298:1, 298:25, 299:1, 299:25, 300:1, 300:25, 301:1, 301:25, 302:1, 302:25, 303:1, 303:25, 304:1, 304:25, 305:1, 305:25, 306:1, 306:25, 307:1, 307:25, 308:1, 308:25, 309:1, 309:25, 310:1, 310:25, 311:1, 311:25, 312:1, 312:25, 313:1, 313:25, 314:1, 314:25, 315:1, 315:25, 316:1, 316:25, 317:1, 317:25, 318:1, 318:25, 319:1, 319:25, 320:1, 320:25, 321:1, 321:25, 322:1, 322:25, 323:1, 323:25, 324:1, 324:25, 325:1, 325:25, 326:1, 326:25, 327:1, 327:25, 328:1, 328:25, 329:1, 329:25, 330:1, 330:25, 331:1, 331:25, 332:1, 332:25, 333:1, 333:25, 334:1, 334:25, 335:1, 335:25, 336:1, 336:25, 337:1, 337:25, 338:1, 338:25, 339:1, 339:25, 340:1, 340:25, 341:1, 341:25, 342:1, 342:25, 343:1, 343:25, 344:1, 344:25, 345:1, 345:25, 346:1, 346:25, 347:1, 347:25, 348:1, 348:25, 349:1, 349:25, 350:1, 350:25, 351:1, 351:25, 352:1, 352:25, 353:1, 353:25, 354:1, 354:25, 355:1, 355:25, 356:1, 356:25, 357:1, 357:25, 358:1, 358:25, 359:1, 359:25, 360:1, 360:25, 361:1, 361:25, 362:1, 362:25, 363:1, 363:25, 364:1, 364:25, 365:1, 365:25, 366:1, 366:25, 367:1, 367:25, 368:1, 368:25, 369:1, 369:25, 370:1, 370:25, 371:1, 371:25, 372:1, 372:25, 373:1, 373:25, 374:1, 374:25, 375:1, 375:25, 376:1, 376:25, 377:1, 377:25, 378:1, 378:25, 379:1, 379:25, 380:1, 380:25, 381:1, 381:25, 382:1, 382:25, 383:1, 383:25, 384:1, 384:25, 385:1, 385:25, 386:1, 386:25, 387:1, 387:25, 388:1, 388:25, 389:1, 389:25, 390:1, 390:25, 391:1, 391:25, 392:1, 392:25, 393:1, 393:25, 394:1, 394:25, 395:1, 395:25, 396:1, 396:25, 397:1, 397:25, 398:1, 398:25, 399:1, 399:25, 400:1, 400:25, 401:1, 401:25, 402:1, 402:25, 403:1, 403:25, 404:1, 404:25, 405:1, 405:25, 406:1, 406:25, 407:1, 407:25, 408:1, 408:25, 409:1, 409:25, 410:1, 410:25, 411:1, 411:25, 412:1, 412:25, 413:1, 413:25, 414:1, 414:25, 415:1, 415:25, 416:1, 416:25, 417:1, 417:25, 418:1, 418:25, 419:1, 419:25, 420:1, 420:25, 421:1, 421:25, 422:1, 422:25, 423:1, 423:25, 424:1, 424:25, 425:1, 425:25, 426:1, 426:25, 427:1, 427:25, 428:1, 428:25, 429:1, 429:25, 430:1, 430:25, 431:1, 431:25, 432:1, 432:25, 433:1, 433:25, 434:1, 434:25, 435:1, 435:25, 436:1, 436:25, 437:1, 437:25, 438:1, 438:25, 439:1, 439:25, 440:1, 440:25, 441:1, 441:25, 442:1, 442:25, 443:1, 443:25, 444:1, 444:25, 445:1, 445:25, 446:1, 446:25, 447:1, 447:25, 448:1, 448:25, 449:1, 449:25, 450:1, 450:25, 451:1, 451:25, 452:1, 452:25, 453:1, 453:25, 454:1, 454:25, 455:1, 455:25, 456:1, 456:25, 457:1, 457:25, 458:1, 458:25, 459:1, 459:25, 460:1, 460:25, 461:1, 461:25, 462:1, 462:25, 463:1, 463:25, 464:1, 464:25, 465:1, 465:25, 466:1, 466:25, 467:1, 467:25, 468:1, 468:25, 469:1, 469:25, 470:1, 470:25, 471:1, 471:25, 472:1, 472:25, 473:1, 473:25, 474:1, 474:25, 475:1, 475:25, 476:1, 476:25, 477:1, 477:25, 478:1, 478:25, 479:1, 479:25, 480:1, 480:25, 481:1, 481:25, 482:1, 482:25, 483:1, 483:25, 484:1, 484:25, 485:1, 485:25, 486:1, 486:25, 487:1, 487:25, 488:1, 488:25, 489:1, 489:25, 490:1, 490:25, 491:1, 491:25, 492:1, 492:25, 493:1, 493:25, 494:1, 494:25, 495:1, 495:25, 496:1, 496:25, 497:1, 497:25, 498:1, 498:25, 499:1, 499:25, 500:1, 500:25, 501:1, 501:25, 502:1, 502:25, 503:1, 503:25, 504:1, 504:25, 505:1, 505:25, 506:1, 506:25, 507:1, 507:25, 508:1, 508:25, 509:1, 509:25, 510:1, 510:25, 511:1, 511:25, 512:1, 5
--	---	---	-------------------	------------------	------------------	----------------------------------	-------------------	------------------	------------------	-----------------	--------------------------------	-----------------	-----------------------------------	---	----------------	------------------------	-------------------------	--------------------------------------	-----------------	--	----------------	---------------------------------------	------------------------	------------------	--------------------------------	------------------------	-----------------	--------------------	--	----------------	---------------------------	--

## KEYWORD INDEX - KANDIL v. YURKOVIC, et al.

appointment [1] - 139:23	256:17, 256:19, 257:4	257:11	246:9, 250:21, 250:23,
appreciate [1] - 242:23	between [37] - 134:22, 178:5,	C	251:6, 251:13, 261:18,
appropriate [1] - 269:6	187:19, 209:10, 217:15,	C.R. [1] - 272:23	263:16, 263:22, 265:4,
argue [1] - 262:17	217:24, 218:16, 219:25,	calendars [2] - 209:11,	266:1, 266:6, 266:9,
argument [7] - 166:11,	220:9, 221:5, 222:10,	256:21	267:23, 268:5, 270:16,
174:23, 193:8, 194:16,	223:14, 224:23, 225:6,	cannot [4] - 156:2, 175:12,	271:3
194:19, 203:22, 247:19	230:4, 230:6, 232:24,	218:23, 220:2	
arguments [1] - 177:18	241:7, 241:19, 241:22,	care [3] - 140:9, 249:17,	
Arleo [2] - 262:8, 262:12	242:1, 243:23, 244:2,	250:12	
arrow [3] - 215:7, 229:15,	244:10, 245:3, 245:18,	career [3] - 184:2, 212:21,	
231:15	250:1, 252:18, 252:24,	237:23	
ascertain [1] - 269:15	254:8, 256:1, 264:3,	careful [1] - 232:3	
aside [1] - 141:12	267:19, 270:22, 270:24,	CASE [1] - 132:2	
aspects [1] - 166:15	270:25	case [45] - 140:19, 144:12,	
associate [2] - 235:4, 248:7	beyond [1] - 262:2	149:5, 151:16, 161:9,	
associates [2] - 204:22,	big [8] - 161:4, 227:9,	166:13, 166:16, 170:25,	
205:1	227:15, 231:4, 231:11,	176:8, 179:20, 191:12,	
assume [9] - 146:22, 154:14,	231:12	192:20, 195:24, 202:15,	
172:12, 175:2, 200:2,	Bill [1] - 168:11	202:21, 203:10, 209:17,	
200:5, 211:16, 243:1,	bingo [1] - 180:12	226:23, 228:15, 236:10,	
244:21	biology [1] - 175:2	236:11, 236:16, 236:20,	
assumptions [1] - 243:5	bit [5] - 140:15, 160:15,	236:25, 237:8, 237:14,	
assure [1] - 261:1	181:10, 193:5, 232:3	237:20, 237:22, 237:24,	
attach [2] - 229:14, 229:19	BITTERMAN [42] - 133:13,	238:7, 238:17, 238:23,	
attached [1] - 178:25	137:7, 153:22, 171:5,	240:10, 249:3, 264:5,	
attend [1] - 208:23	171:14, 172:1, 172:9,	264:10, 266:14, 267:3,	
attention [14] - 144:9,	172:14, 180:7, 180:13,	267:8, 267:9, 267:17,	
145:10, 145:12, 145:16,	180:22, 184:6, 184:9,	268:21, 269:19, 270:14	
152:19, 171:7, 172:5,	184:14, 184:21, 185:3,	cases [7] - 161:11, 162:5,	
173:6, 189:16, 206:14,	185:6, 185:9, 185:12,	236:5, 236:6, 253:14,	
207:25, 223:16, 246:14,	185:15, 185:20, 196:8,	262:10, 269:25	
271:5	196:12, 196:14, 196:19,	Catanese [1] - 133:11	
attitude [1] - 261:25	196:23, 197:1, 200:7,	certain [7] - 152:14, 183:18,	
Attorney [1] - 133:14	206:19, 247:3, 247:10,	183:23, 184:1, 194:7,	
attorney [8] - 243:17, 261:16,	255:6, 255:9, 255:13,	262:8, 266:22	
261:17, 262:13, 262:15,	255:16, 255:21, 255:25,	certainly [13] - 158:14,	
262:16, 272:17, 272:19	256:6, 256:12, 256:17,	178:16, 182:7, 202:3,	
Attorneys [5] - 133:3, 133:5,	257:3, 257:7	231:9, 238:10, 239:8,	
133:8, 133:10, 133:12	Bitterman [1] - 166:8	239:9, 249:22, 251:14,	
attorneys [1] - 243:18	blame [1] - 213:13	251:18, 263:9, 266:1	
authority [6] - 265:24,	blowing [1] - 139:8	Certified [1] - 132:24	
266:17, 266:18, 267:14,	Bob [1] - 205:14	certified [1] - 260:22	
269:9, 269:18	bore [1] - 193:24	certify [1] - 272:6	
availability [2] - 209:10,	boring [1] - 194:1	CERTIFY [2] - 272:11,	
219:17	boss [1] - 249:16	272:16	
available [2] - 209:3, 234:5	bottom [4] - 201:16, 224:9,	cetera [3] - 152:15, 221:2,	
avoided [1] - 177:24	224:13, 234:11	222:2	
aware [1] - 236:14	Boulevard [3] - 132:20,	chambers [14] - 197:20,	
B	132:24, 134:2	224:22, 225:4, 225:11,	
bad [1] - 171:22	boxed [2] - 250:4, 250:6	225:22, 227:2, 227:5,	
bail [4] - 166:4, 166:5, 166:6,	BOYLAN [1] - 133:7	227:12, 228:20, 228:21,	
192:25	brain [2] - 200:3, 200:5	230:4, 232:24, 233:17,	
bar [1] - 175:16	brief [7] - 156:17, 156:18,	233:18	
bargain [10] - 177:6, 177:16,	156:20, 156:23, 157:3,	chance [1] - 175:21	
177:20, 177:21, 177:22,	157:19, 157:22 ~	change [3] - 143:13, 166:9,	
178:5, 178:9, 178:10,	Brief [1] - 206:1~	166:12	
178:13, 179:1	bring [11] - 144:9, 145:9,	characterized [1] - 190:22	
bargains [2] - 178:7	165:21, 170:17, 171:7,	charges [1] - 180:17	
barrel [1] - 266:24	171:11, 171:17, 172:4,	check [4] - 219:15, 219:16,	
base [1] - 162:4	195:10, 223:16, 271:5	226:25, 259:19	
based [12] - 145:5, 148:3,	bringing [4] - 145:15,	checked [1] - 209:9	
162:2, 182:11, 182:22,	166:21, 169:15, 173:5	CHIEF [1] - 132:10	
204:3, 207:14, 221:9,	broach [1] - 262:12	Circuit [1] - 203:2	
221:10, 225:24, 269:17,	broached [1] - 262:8	circumstance [1] - 145:2	
270:18	broad [2] - 190:10, 266:3	circumstances [9] - 140:21,	
basis [6] - 173:24, 193:10,	broker [1] - 266:17	171:15, 171:21, 172:3,	
243:13, 243:15, 243:21,	BRONSTEIN [2] - 132:19,	183:14, 183:15, 266:12,	
254:24	133:2	266:22, 267:3	
BASSEM [1] - 132:4	brought [7] - 145:12, 152:19,	CITY [1] - 132:10	
bear [2] - 229:25, 251:22	168:6, 207:25, 217:10,	City [1] - 133:10	
become [3] - 183:5, 183:23,	217:12, 224:12	civil [63] - 166:13, 166:14,	
261:19	BRUNSWICK [1] - 132:11	168:17, 169:16, 173:14,	
began [3] - 140:7, 161:8,	Brunswick [3] - 133:10,	175:17, 194:11, 199:6,	
264:4	133:10, 198:18	203:19, 203:20, 203:21,	
begin [1] - 140:1	BS [1] - 175:2	203:22, 203:23, 204:4,	
beginning [1] - 159:2	building [6] - 138:6, 138:9,	210:19, 211:20, 212:1,	
behaved [1] - 202:21	138:16, 138:22, 138:24,	212:15, 212:23, 213:17,	
belong [1] - 177:15	140:5	214:14, 214:25, 215:5,	
below [3] - 226:5, 231:11,	bulk [1] - 138:11	215:9, 215:13, 215:23,	
231:14	bunch [1] - 216:19	216:6, 216:17, 217:7,	
benefit [1] - 177:11	busy [1] - 156:15	217:23, 218:1, 218:4,	
Bergen [1] - 132:24	BY [19] - 133:3, 133:5, 133:7,	218:15, 220:11, 227:5,	
Bessam [1] - 210:5	133:9, 134:5, 157:13,	228:3, 228:7, 228:9,	
best [5] - 139:4, 212:14,	168:12, 172:19, 180:16,	228:13, 228:18, 229:5,	
226:18, 247:9, 272:15	180:23, 186:1, 195:1,	229:16, 230:2, 230:3,	
better [5] - 173:9, 255:21,	199:13, 206:4, 221:19,	230:13, 231:14, 232:18,	

## KEYWORD INDEX - KANDIL v. YURKOVIC, et al.

238:7, 239:6, 243:25, 245:10, 245:23, 245:25, 247:15, 257:21, 258:2, 259:2, 261:4 conclude [1] - 198:4 concluded [1] - 271:11 conclusion [3] - 145:13, 145:15, 148:3 condition [72] - 134:21, 135:3, 135:6, 135:12, 135:19, 136:2, 136:8, 136:19, 137:12, 137:16, 138:25, 139:3, 139:10, 140:4, 140:13, 140:17, 140:24, 141:5, 141:23, 143:3, 144:8, 144:16, 144:22, 144:24, 145:1, 145:7, 146:4, 162:10, 163:22, 164:17, 164:25, 165:23, 165:24, 165:25, 166:1, 170:12, 171:2, 171:8, 171:18, 172:5, 175:14, 177:15, 178:25, 179:2, 186:14, 191:6, 191:9, 194:11, 196:3, 196:10, 196:16, 211:21, 212:19, 228:2, 229:7, 230:2, 230:3, 230:8, 246:9, 246:13, 250:10, 251:1, 251:7, 251:12, 252:10, 252:15, 252:17, 252:23, 252:25, 253:3, 254:4, 266:10 conditioned [1] - 270:15 conditions [5] - 134:18, 145:6, 258:9, 258:10, 259:3 CONF [1] - 227:8 conf [1] - 231:4 conference [24] - 211:11, 211:17, 218:18, 218:21, 218:25, 224:11, 225:1, 225:4, 225:11, 225:22, 226:6, 226:20, 227:16, 228:6, 228:14, 228:19, 233:12, 233:16, 234:15, 234:17, 234:20, 248:2, 248:17, 248:18 conference" [2] - 209:19, 226:2 conferences [4] - 219:16, 233:5, 248:9, 264:13 confidence [1] - 231:7 conflict [2] - 261:21, 262:1 conflicts [1] - 248:20 conforms [1] - 226:8 confronted [2] - 186:16, 186:19 confused [1] - 232:6 confusing [3] - 162:11, 162:12, 243:20 conjunction [2] - 225:19, 228:7 Connell [24] - 133:19, 139:18, 139:24, 142:1, 147:14, 149:7, 152:16, 153:9, 161:11, 161:19, 162:12, 163:5, 164:8, 169:9, 170:21, 176:5, 193:23, 197:20, 221:18, 250:16, 250:24, 252:5, 254:18, 255:4 CONNELL [91] - 133:4, 133:5, 134:5, 151:18, 157:13, 168:3, 168:8, 168:12, 172:8, 172:18, 172:19, 180:16, 180:20, 188:6, 190:24, 191:3, 193:1, 193:13, 193:19, 194:3, 194:21, 197:6, 197:9, 197:15, 197:21, 198:2, 198:6, 198:22, 199:2, 199:12, 200:11, 201:6, 201:9, 201:15, 201:18, 202:10, 205:24, 207:4, 207:9, 210:3, 211:14, 215:3, 216:25, 218:7, 219:1, 221:6,	269:4, 269:23, 272:14 dates [17] - 200:23, 200:24, 207:17, 207:20, 208:2, 209:2, 221:5, 233:8, 234:1, 234:3, 234:5, 246:1, 247:15, 250:1, 254:7, 257:1 day-to-day [1] - 139:15 days [7] - 153:7, 199:8, 244:14, 245:14, 246:3, 257:5, 262:10 deal [11] - 161:18, 161:21, 161:24, 195:12, 203:19, 207:5, 207:11, 216:2, 221:11, 266:17, 267:7 dealing [3] - 173:13, 188:20, 269:12 deals [3] - 154:3, 154:17, 223:11 dealt [1] - 223:16 December [15] - 147:20, 182:5, 183:10, 187:20, 188:3, 188:10, 188:21, 208:12, 223:10, 230:24, 233:7, 233:8, 234:2, 234:9 December" [1] - 233:23 decided [20] - 135:9, 144:3, 146:14, 147:10, 147:23, 147:25, 173:3, 173:15, 187:22, 187:24, 191:18, 194:9, 194:16, 194:17, 194:19, 194:21, 201:11, 204:3, 248:1, 248:4 decision [6] - 146:10, 146:21, 146:23, 172:11, 173:2, 204:13 decisions [1] - 146:19 defendant [4] - 158:4, 158:9, 169:16, 258:10 Defendant [3] - 133:5, 133:8, 133:12 Defendant's [1] - 224:4 Defendants [2] - 132:15, 133:10 defense [2] - 193:17, 202:14 defensible [1] - 192:19 define [3] - 236:2, 237:7, 253:2 definitely [1] - 235:23 definition [2] - 177:22, 183:25 degree [6] - 166:3, 176:8, 177:24, 177:25, 193:7, 269:20 demarcation [2] - 237:3, 238:2 denial [5] - 242:6, 244:11, 245:8, 245:20, 245:21 denied [3] - 242:4, 242:11, 244:2 dep [4] - 137:6, 152:2, 152:15, 168:2 DEPARTMENT [1] - 132:11 department [9] - 140:1, 142:15, 160:13, 160:20, 165:9, 176:24, 195:22, 263:6, 263:11 Department [4] - 133:10, 198:18, 221:14, 235:13 deposition [29] - 134:7, 134:8, 134:9, 134:11, 151:9, 151:22, 152:12, 152:22, 153:20, 154:7, 154:16, 155:1, 156:5, 157:16, 168:4, 168:8, 168:14, 169:8, 169:13, 169:21, 169:25, 198:8, 199:10, 209:7, 255:22, 264:6, 264:9, 265:1, 271:11 DEPOSITION [1] - 132:5 deps [1] - 247:25 description [1] - 184:20 DESCRIPTION [1] - 133:24 desire [1] - 166:13 detail [3] - 190:9, 190:12, 191:22 determination [2] - 187:14,
--	---

244:23	243:24	272:19	F
determine [3] - 189:12, 203:4, 259:9	dispute [1] - 173:25	end [1] - 179:12	<b>FACILITY</b> [1] - 132:13
<b>determined</b> [3] - 160:16, 189:10, 193:4	distinction [1] - 142:6	enforce [2] - 195:6, 195:10	facing [1] - 170:24
<b>determining</b> [1] - 142:3	DISTRICT [1] - 132:1	enforceable [1] - 191:5	fact [19] - 168:19, 177:23,
DeVesa [40] - 134:16, 135:12, 136:1, 136:3, 136:7, 136:10, 137:11, 137:22, 162:17, 164:24, 166:12, 166:17, 166:18, 167:16, 168:5, 168:16, 168:21, 168:23, 169:3, 169:8, 169:15, 169:21, 170:4, 184:10, 224:3, 225:5, 225:11, 225:23, 227:3, 227:4, 230:5, 230:14, 230:19, 232:24, 233:19, 238:6, 239:9, 258:2, 265:3, 265:10	DISTRICT [1] - 132:1	enforced [1] - 191:9	180:8, 181:16, 187:7, 187:15, 191:12, 193:4, 198:10, 229:4, 229:15, 233:13, 241:16, 247:4, 249:1, 249:25, 250:8, 268:8, 269:8
DeVesa's [5] - 224:22, 232:23, 233:17, 263:15, 264:15	Division [4] - 193:10, 193:16, 194:5, 194:8	engage [1] - 191:14	facts [14] - 167:1, 167:14, 168:10, 169:24, 170:2, 170:14, 170:15, 171:15, 171:17, 243:13, 243:14, 243:21, 251:12
different [9] - 156:7, 190:21, 204:25, 205:1, 209:2, 239:13, 250:25, 261:16, 261:17	DMS-2 [2] - 223:23, 224:5	English [2] - 175:1, 175:3	factual [2] - 243:4, 254:24
difficult [1] - 193:5	DMS-3 [1] - 258:5	entails [1] - 216:1	fair [9] - 135:13, 136:19, 146:24, 152:17, 169:3, 186:25, 198:6, 204:1, 250:17
dig [2] - 200:3, 200:5	DO [2] - 272:11, 272:16	enter [2] - 162:25, 269:9	familiar [1] - 179:9
dinner [1] - 242:20	document [70] - 134:25,	entered [2] - 165:11, 178:23	family [3] - 203:8, 203:9, 203:15
Direct [1] - 133:19	141:21, 142:8, 142:9, 142:22, 142:25, 143:21, 144:1, 146:11, 151:20, 151:25, 157:15, 159:8, 160:12, 161:17, 173:15, 174:1, 174:4, 174:8, 174:10, 174:19, 174:21, 174:22, 174:25, 175:1, 175:22, 176:4, 176:16, 176:22, 179:13, 191:15, 191:16, 201:5, 202:13, 202:17, 202:19, 204:4, 209:21, 209:25, 210:1, 210:2, 210:7, 210:8, 210:9, 211:5, 213:16, 213:20, 213:21, 213:25, 214:1, 214:5, 214:12, 214:17, 214:23, 214:25, 216:5, 216:11, 216:14, 216:21, 222:11, 244:7, 258:6, 258:8, 260:15, 260:17, 260:18, 261:2, 261:5	ergo [1] - 170:9	far [6] - 141:1, 154:1, 158:7, 213:24, 261:14, 264:10
direct [1] - 248:15	documentation [1] - 251:21	ESQ [10] - 132:8, 133:3, 133:5, 133:7, 133:9, 133:12, 133:13, 133:18, 134:1, 272:8	fashion [1] - 152:19
DIRECT [2] - 134:5, 168:12	documents [6] - 200:25, 201:2, 205:10, 257:13, 257:17, 259:16	ESQS [1] - 133:4	favor [1] - 177:17
direction [1] - 235:9	DOE [1] - 132:13	essentially [1] - 193:12	February [2] - 165:8, 172:20, 179:4, 183:3, 200:22, 201:3, 201:5, 201:6, 201:25, 202:10, 202:11, 204:9, 221:13, 221:15, 230:18, 230:23, 231:3, 232:20, 233:10, 234:23, 249:4
directly [1] - 154:3	DOES [1] - 132:14	et [3] - 152:15, 221:2, 222:2	February/March [1] - 188:20
Director [1] - 133:10	done [27] - 134:7, 139:24, 158:14, 158:24, 159:9, 159:13, 159:16, 180:6, 182:1, 182:12, 191:7, 198:11, 198:19, 200:12, 209:14, 223:18, 228:11, 236:23, 235:24, 240:10, 244:19, 252:1, 253:12, 259:18, 262:5, 271:9	ethical [1] - 171:17	federal [11] - 156:17, 156:21, 173:6, 173:13, 173:14, 175:13, 177:18, 203:17, 203:18, 203:24, 204:4
disagreed [1] - 253:5	dots [1] - 215:8	events [1] - 204:23	Federal [2] - 166:25, 175:16
disagrees [1] - 228:15	double [2] - 229:17, 229:18	eventually [1] - 192:7	feet [2] - 186:22, 186:23
discovery [5] - 151:16, 154:1, 154:2, 166:16, 199:6	DOUKAS [1] - 133:9	exact [1] - 167:13	felt [6] - 174:24, 204:18, 236:8, 251:1, 251:2
discuss [11] - 146:21, 166:8, 166:9, 189:15, 189:19, 203:1, 213:23, 224:20, 224:25, 261:15, 267:18	down [21] - 161:8, 192:8, 195:12, 199:19, 209:25, 227:16, 228:14, 229:17, 234:7, 234:11, 248:5, 249:2, 249:17, 249:18, 250:3, 251:19, 251:22, 253:15, 256:20, 266:19, 268:15	EXAMINATION [11] - 132:6, 134:5, 168:12, 180:23, 186:1, 195:1, 199:13, 224:1, 235:3, 257:11, 265:23	figure [1] - 161:8
discussed [28] - 144:4, 166:4, 166:5, 166:6, 173:3, 173:5, 173:7, 181:1, 181:5, 189:21, 190:9, 192:7, 193:25, 200:17, 200:21, 202:3, 203:23, 222:8, 225:3, 225:6, 225:17, 229:5, 230:4, 230:10, 232:22, 233:18, 236:13, 261:1	DOE [1] - 201:16	examined [1] - 134:3	file [32] - 148:17, 148:20, 159:10, 161:7, 162:2, 162:23, 172:23, 205:14, 206:7, 206:10, 206:17, 206:18, 206:20, 206:23, 206:25, 207:1, 207:10, 220:19, 220:24, 221:1, 221:11, 221:21, 221:25, 222:15, 233:2, 235:8, 237:18, 244:5, 247:14, 247:21, 248:8, 265:25
discussing [2] - 143:23, 207:18	DRA [2] - 201:17	executed [1] - 141:13	filed [9] - 161:6, 162:8, 176:9, 182:22, 222:23, 259:12, 259:18, 262:24, 263:7
discussion [38] - 144:6, 150:8, 151:19, 155:17, 179:17, 190:16, 190:20, 190:22, 197:6, 197:16, 199:16, 204:11, 209:2, 209:4, 209:6, 212:19, 213:2, 213:5, 221:10, 225:12, 226:22, 227:4, 230:17, 238:5, 238:12, 238:15, 238:20, 238:24, 239:8, 239:9, 239:14, 241:24, 246:4, 246:6, 246:7, 250:13, 262:5	DRA-2 [1] - 201:17	executes [1] - 142:1	financially [1] - 272:20
discussions [28] - 137:15, 148:4, 151:17, 190:5, 191:2, 191:4, 191:16, 201:24, 204:3, 204:15, 225:25, 238:11, 238:13, 239:4, 240:12, 241:18, 241:21, 245:9, 245:22, 252:21, 257:13, 257:22, 258:1, 261:4, 262:23, 263:5, 263:8, 263:10	DRA-3 [1] - 201:18	executing [3] - 192:17	fine [9] - 139:1, 139:25, 142:5, 146:22, 151:5, 240:3, 241:15, 244:9, 265:22
dismiss [3] - 168:18, 169:16, 264:21	DRA-4 [1] - 201:19	duly [1] - 272:9	finish [7] - 186:7, 217:4, 221:7, 227:25, 249:20, 255:13, 257:10
dismissal [11] - 169:22, 235:17, 237:17, 238:21, 239:3, 239:6, 239:18, 240:22, 259:8, 259:17, 265:4	DUNST [1] - 133:9	DUNST [1] - 133:9	finished [2] - 153:14, 235:1
dismissed [2] - 180:17	during [13] - 160:13, 199:23, 220:23, 225:1, 225:4, 225:22, 226:19, 232:22, 238:16, 242:8, 242:14, 246:20, 255:22	during [13] - 160:13, 199:23, 220:23, 225:1, 225:4, 225:22, 226:19, 232:22, 238:16, 242:8, 242:14, 246:20, 255:22	firm [1] - 260:15
employee [2] - 272:17	DWYER [1] - 133:4	E	firms [1] - 205:14
			first [35] - 136:9, 141:13, 141:24, 146:8, 146:16, 147:19, 149:9, 149:14, 149:15, 153:3, 168:24, 181:13, 187:10, 189:21, 196:2, 200:7, 210:22, 213:1, 213:19, 214:21, 214:22, 227:4, 244:4,

## KEYWORD INDEX - KANDIL v. YURKOVIC, et al.

250:14, 252:24, 253:19, 255:22, 262:2, 264:12, 264:20, 264:21, 265:5, 268:23, 269:3, 271:3 five [2] - 254:17, 255:3 five-year [2] - 254:17, 255:3 flagpole [2] - 254:17, 255:3 flavor [2] - 234:18, 234:21 flipped [2] - 221:1, 231:19 flipping [1] - 241:4 floating [1] - 185:19 FLORA [1] - 132:4 flows [1] - 239:13 flying [1] - 216:19 focused [1] - 221:2 folks [3] - 170:25, 206:12, 222:19 follow [1] - 240:24 following [1] - 214:9 follows [1] - 134:4 force [1] - 203:5 foregoing [1] - 272:11 forget [3] - 186:13, 186:14, 189:9 forgot [2] - 147:16, 200:6 forgotten [1] - 186:4 form [6] - 143:9, 143:25, 186:7, 187:8, 215:21, 260:15 formal [3] - 189:13, 189:14, 195:6 formulate [1] - 161:9 formulated [3] - 134:19, 135:4, 142:16 forth [1] - 272:14 forum [2] - 173:9, 203:21 forward [2] - 140:24, 171:11 forwarded [1] - 164:14 four [2] - 195:3, 247:20 frame [15] - 147:16, 147:18, 148:5, 148:8, 189:2, 189:6, 192:1, 192:8, 202:8, 207:2, 222:21, 222:22, 245:3, 245:12, 245:13 frames [1] - 196:5 free [1] - 249:7 frightening [4] - 166:20, 166:21, 166:25, 168:20 front [4] - 144:19, 184:10, 200:25, 201:2 FURTHER [2] - 272:11, 272:16	255:2 grounds [1] - 153:23 guarantee [1] - 175:12 guess [7] - 161:24, 182:8, 200:16, 204:14, 222:11, 226:24, 229:8 guidelines [2] - 194:10, 194:12 guilty [2] - 178:2, 254:23 gumption [1] - 197:11 gun [2] - 177:14, 203:13 guts [3] - 195:6, 195:9, 195:16 guy [5] - 170:24, 194:9, 194:10, 195:12 guys [6] - 167:8, 200:9, 200:23, 222:22, 231:6, 234:13	I	intervention [2] - 177:12, 178:24 Intervention [1] - 180:11 interview [1] - 139:18 invalid [2] - 165:23, 202:16 Investigation [1] - 270:9 involved [13] - 148:15, 163:13, 166:14, 170:13, 192:2, 198:5, 198:9, 198:11, 216:15, 216:17, 222:25, 269:16, 270:18 issue [14] - 163:8, 169:15, 197:23, 204:19, 207:2, 208:25, 209:12, 215:20, 249:25, 261:20, 262:18, 262:19, 271:3 issues [4] - 139:5, 146:7, 172:21, 207:11 item [1] - 209:21 items [3] - 187:1, 232:21, 233:18 itself [7] - 210:9, 213:16, 213:20, 213:22, 214:12, 214:17, 214:24	
G	half [2] - 147:7, 210:13 hallway [1] - 229:1 hand [3] - 205:7, 226:1 hand-in-hand [1] - 205:7 handed [4] - 134:23, 244:25, 257:12, 257:16 handle [2] - 222:6, 250:11 handled [1] - 269:25 handling [3] - 212:22, 248:8, 248:10 handwriting [3] - 208:21, 211:15 Handwritten [1] - 133:25 handwritten [3] - 206:2, 213:22, 247:19 happy [2] - 250:4, 267:11 hard [3] - 161:5, 183:7, 264:12 harmless [25] - 137:17, 138:3, 142:18, 146:15, 146:20, 147:11, 147:24, 150:18, 151:1, 151:7, 153:1, 162:19, 163:9, 164:12, 171:10, 223:12, 229:6, 249:16, 250:8, 257:21, 258:2, 258:11, 259:7, 268:18, 270:2 head [3] - 177:14, 186:20, 203:13 hear [3] - 219:9, 219:12, 230:23 heard [2] - 198:23, 264:25 hearing [16] - 146:17, 147:21, 208:5, 208:9, 208:23, 231:16, 231:20, 231:23, 231:24, 232:4, 232:10, 232:11, 232:19, 233:23, 234:8, 249:15 heated [1] - 239:14 helped [2] - 138:20, 257:5 helps [1] - 256:25 hereby [1] - 272:5 hereinbefore [1] - 272:14 herself [2] - 149:19, 247:15 hiatus [1] - 224:21 himself [2] - 166:18, 173:1 history [1] - 270:4 HOAGLAND [1] - 133:9 hold [29] - 137:17, 138:2, 142:18, 146:15, 146:20, 147:11, 147:23, 150:18, 151:1, 151:7, 153:1, 162:11, 162:18, 163:9, 163:24, 164:12, 171:10, 187:24, 223:12, 229:6, 249:16, 250:8, 251:25, 257:21, 258:2, 258:11, 259:7, 268:18, 270:2 holidays [1] - 192:2 hope [1] - 203:16 hoped [1] - 145:17 hoping [1] - 186:4 horrendous [1] - 253:9 Hunterdon [4] - 199:14, 201:10, 221:13, 235:12 hyphen [4] - 228:8, 230:12, 231:14, 232:18	H	J	
Gary [1] - 133:5 GARY [2] - 132:8, 133:7 gee [1] - 262:19 Gelade [3] - 166:15, 199:4 Gelade's [2] - 166:13, 199:5 general [5] - 239:21, 239:22, 240:6, 259:4, 267:16 generally [10] - 140:11, 170:8, 174:5, 200:17, 222:7, 225:9, 226:21, 235:20, 236:14, 248:11 generated [1] - 182:23 gentleman [1] - 229:11 gentlemen [1] - 222:17 girls [3] - 259:21, 260:1, 260:15 given [19] - 141:18, 146:3, 148:13, 150:22, 160:22, 161:6, 161:24, 166:12, 170:14, 171:15, 171:21, 172:2, 191:12, 192:21, 249:25, 251:1, 256:20, 267:9 glad [2] - 166:22, 166:23 glaingly [1] - 157:25 Goddamn [1] - 197:4 GOLDEN [1] - 133:6 GOLDSTEIN [2] - 132:19, 133:2 granted [3] - 192:23, 202:25, 266:2 great [6] - 161:18, 161:21, 161:24, 216:1, 248:25	half [2] - 147:7, 210:13 hallway [1] - 229:1 hand [3] - 205:7, 226:1 hand-in-hand [1] - 205:7 handed [4] - 134:23, 244:25, 257:12, 257:16 handle [2] - 222:6, 250:11 handled [1] - 269:25 handling [3] - 212:22, 248:8, 248:10 handwriting [3] - 208:21, 211:15 Handwritten [1] - 133:25 handwritten [3] - 206:2, 213:22, 247:19 happy [2] - 250:4, 267:11 hard [3] - 161:5, 183:7, 264:12 harmless [25] - 137:17, 138:3, 142:18, 146:15, 146:20, 147:11, 147:24, 150:18, 151:1, 151:7, 153:1, 162:19, 163:9, 164:12, 171:10, 223:12, 229:6, 249:16, 250:8, 257:21, 258:2, 258:11, 259:7, 268:18, 270:2 head [3] - 177:14, 186:20, 203:13 hear [3] - 219:9, 219:12, 230:23 heard [2] - 198:23, 264:25 hearing [16] - 146:17, 147:21, 208:5, 208:9, 208:23, 231:16, 231:20, 231:23, 231:24, 232:4, 232:10, 232:11, 232:19, 233:23, 234:8, 249:15 heated [1] - 239:14 helped [2] - 138:20, 257:5 helps [1] - 256:25 hereby [1] - 272:5 hereinbefore [1] - 272:14 herself [2] - 149:19, 247:15 hiatus [1] - 224:21 himself [2] - 166:18, 173:1 history [1] - 270:4 HOAGLAND [1] - 133:9 hold [29] - 137:17, 138:2, 142:18, 146:15, 146:20, 147:11, 147:23, 150:18, 151:1, 151:7, 153:1, 162:11, 162:18, 163:9, 163:24, 164:12, 171:10, 187:24, 223:12, 229:6, 249:16, 250:8, 251:25, 257:21, 258:2, 258:11, 259:7, 268:18, 270:2 holidays [1] - 192:2 hope [1] - 203:16 hoped [1] - 145:17 hoping [1] - 186:4 horrendous [1] - 253:9 Hunterdon [4] - 199:14, 201:10, 221:13, 235:12 hyphen [4] - 228:8, 230:12, 231:14, 232:18	indicates [1] - 258:13 indicating [2] - 148:9, 163:17 indication [2] - 159:10, 163:18 individual [2] - 170:9, 260:21 information [24] - 150:22, 152:2, 152:14, 152:16, 152:18, 156:3, 159:5, 159:23, 164:6, 164:10, 204:22, 216:19, 218:12, 230:9, 240:13, 240:21, 241:1, 241:12, 246:17, 253:17, 259:11, 259:15, 261:10 informed [5] - 150:9, 158:22, 242:11, 242:12, 249:21 initial [2] - 139:18, 265:11 inquire [1] - 202:1 inquired [1] - 168:16 instance [2] - 183:21, 270:14 instruct [4] - 142:8, 142:11, 142:21, 159:12 intend [1] - 142:7 intended [2] - 135:8, 162:10 intent [4] - 144:1, 144:3, 160:11, 160:14 intention [7] - 162:13, 191: 143:22, 162:17, 162:20, 162:21, 170:18, 180:25 intentional [1] - 160:5 intentions [1] - 151:2 interested [2] - 239:2, 272:20 interests [2] - 173:10, 203:20 interfered [1] - 209:11 interject [1] - 184:7 interjected [2] - 138:5, 166:18 interjection [2] - 167:4, 167:5 interlocutory [7] - 166:7, 192:22, 193:1, 193:10, 193:14, 193:17, 193:21 internal [1] - 205:13 interpret [4] - 216:14, 216:18, 217:5, 217:8 interpretation [1] - 216:2	JAG [1] - 132:2 jail [4] - 194:7, 194:15, 194:18, 198:20 January [7] - 230:18, 230:22, 231:3, 232:19, 233:10, 234:23, 249:4 JERSEY [1] - 132:1 Jersey [8] - 132:19, 132:20, 132:25, 134:2, 176:25, 178:14, 272:5, 272:24 JOHN [1] - 132:13 joke [3] - 196:25, 197:2, 197:5 JON [1] - 132:14 Joseph [1] - 133:11 judge [36] - 135:7, 135:16, 135:17, 135:18, 140:16, 144:7, 144:9, 144:11, 149:11, 166:1, 166:22, 173:14, 181:22, 183:5, 183:17, 184:10, 184:15, 184:22, 185:10, 185:20, 195:9, 198:5, 198:9, 198:10, 198:12, 198:16, 198:17, 198:23, 202:23, 202:24, 203:4, 216:16, 233:12, 234:16, 234:19, 251:23 Judge [40] - 134:15, 135:12, 136:1, 136:3, 136:7, 136:9, 137:11, 137:22, 162:17, 164:24, 166:12, 167:16, 168:16, 168:21, 168:23, 169:3, 169:7, 169:14, 169:21, 170:4, 184:10, 224:3, 224:22, 225:5, 225:11, 225:23, 230:5, 230:14, 230:19, 232:23, 232:24, 233:17, 233:19, 238:6, 258:1, 262:8, 262:12, 263:15, 265:3 judge's [4] - 173:2, 197:17, 197:23, 198:1 judges [2] - 175:12, 191:11 judgment [2] - 202:25, 262:10 juncture [1] - 191:17 June [2] - 260:5, 260:6 June's [1] - 260:3	K
KANDIL [2] - 132:4, 132:5 Kandil [24] - 137:15, 140:4, 144:7, 144:15, 147:22, 165:9, 175:19, 210:5, 212:7, 237:18, 241:22, 242:5, 243:10, 244:1, 245:11, 260:17, 261:1, 261:4, 265:4, 265:25, 267:3, 267:22, 268:5	KANDIL [2] - 132:4, 132:5 Kandil [24] - 137:15, 140:4, 144:7, 144:15, 147:22, 165:9, 175:19, 210:5, 212:7, 237:18, 241:22, 242:5, 243:10, 244:1, 245:11, 260:17, 261:1, 261:4, 265:4, 265:25, 267:3, 267:22, 268:5			

## KEYWORD INDEX - KANDIL v. YURKOVIC, et al.

6

Kandil's [1] - 266:14	157:16, 157:17	meaning [2] - 158:24, 259:17	167:24, 168:3, 168:7,
keep [5] - 144:18, 176:12, 197:19, 255:9, 255:16	line [19] - 192:24, 218:24, 219:1, 219:2, 219:8, 219:10, 219:11, 220:1, 226:9, 226:10, 226:13, 227:9, 227:15, 228:8, 229:17, 229:18, 231:4, 231:11, 231:12	meaningful [1] - 202:13	168:8, 168:9, 168:12,
kept [1] - 188:7	lines [5] - 215:7, 226:4, 226:5, 239:11	meant [4] - 138:19, 159:25, 261:2, 261:5	171:5, 171:14, 172:1,
kick [1] - 170:11	Lines [2] - 158:25, 159:1	mechanics [1] - 235:23	172:8, 172:9, 172:14,
kicked [1] - 233:8	LISBONA [1] - 133:4	meet [1] - 260:18	172:18, 172:19, 180:7,
kids [1] - 203:11	listen [2] - 135:23, 150:2	member [1] - 223:8	180:13, 180:16, 180:20,
kind [10] - 139:8, 166:10, 185:19, 187:7, 190:8, 205:5, 232:4, 244:20, 244:21, 268:17	literally [2] - 244:25, 270:8	memo [8] - 151:15, 167:15, 167:18, 167:19, 167:25, 170:9, 205:13, 205:14	180:22, 180:23, 184:6,
kinds [2] - 204:25, 205:1	litigation [3] - 212:22, 223:1, 239:1	memorandum [1] - 205:13	184:8, 184:9, 184:14,
knowing [2] - 174:4, 203:4	!Kobin-1 [1] - 206:2	memory [6] - 213:3, 213:5, 255:21, 256:17, 256:19,	184:21, 185:3, 185:6,
knowledge [3] - 216:14, 220:18, 243:5	LLP [1] - 133:9	257:4	185:9, 185:15, 185:20,
known [3] - 166:19, 170:23, 249:23	loaded [1] - 251:21	mention [5] - 135:18, 136:17, 137:10, 217:22, 239:10	186:1, 188:6, 190:24,
knows [1] - 167:21	local [2] - 173:10, 203:20	mentioned [4] - 162:2, 230:23, 253:3, 265:6	191:3, 193:1, 193:13,
Kobin [18] - 134:6, 142:5, 143:13, 143:19, 151:20, 152:25, 153:4, 168:22, 196:5, 201:16, 205:14, 206:5, 223:5, 224:2, 249:2, 253:15, 261:25, 262:20	LONGO [1] - 133:9	message [2] - 148:25, 149:3	193:19, 194:3, 194:21,
KOBIN [4] - 132:8, 133:3, 133:18, 272:8	look [22] - 148:18, 148:22, 156:22, 161:11, 207:24, 216:22, 220:24, 221:1, 222:9, 226:1, 228:10, 233:22, 235:21, 236:5, 241:13, 244:24, 248:16, 250:5, 256:8, 262:10, 264:10, 264:12	messages [4] - 148:19, 148:21, 221:2, 222:2	194:23, 195:1, 196:8,
Kobin-1 [6] - 133:25, 206:6, 216:5, 218:18, 218:20, 231:2	looked [8] - 148:17, 161:7, 199:4, 206:12, 223:3, 228:11, 241:17, 256:20	met [3] - 260:19, 260:20, 260:23	196:12, 196:14, 196:19,
KRON [2] - 132:20, 133:2	looking [21] - 146:9, 147:21, 148:25, 149:2, 149:20, 150:17, 150:23, 156:5, 162:2, 163:16, 163:23, 164:7, 164:12, 182:25, 199:7, 225:20, 227:20, 230:23, 241:13, 261:10	method [1] - 205:12	197:1, 197:6, 197:9,
L	looks [3] - 231:13, 233:16, 269:4	MICHAEL [1] - 133:12	197:15, 198:6, 198:22,
lack [1] - 176:7	lost [2] - 169:9, 233:4	middle [3] - 156:16, 157:21	199:13, 200:7, 200:11,
lacks [1] - 176:11	LUNDELL [1] - 133:6	MIDDLESEX [2] - 132:11, 132:12	201:6, 201:9, 201:15,
lady [3] - 149:24, 222:18, 222:19	M	Middlesex [5] - 191:11, 204:2, 239:5, 245:24, 263:21	201:18, 202:10, 205:24,
language [1] - 258:24	Macarrico [2] - 260:4, 260:21	might [8] - 141:2, 180:5, 186:6, 186:8, 227:11, 236:12, 243:7, 247:20	206:4, 206:19, 207:4,
last [14] - 137:4, 141:9, 168:9, 199:8, 201:7, 206:10, 206:11, 206:14, 207:22, 209:20, 220:6, 244:6, 256:18, 262:10	mail [2] - 240:7, 240:9	Mike [1] - 235:1	207:7, 207:9, 209:24,
law [6] - 140:19, 144:12, 158:7, 161:9, 170:15, 203:23	main [3] - 138:24, 139:2, 139:9	mind [20] - 139:2, 139:6, 139:9, 141:6, 145:6, 165:3, 165:4, 183:24, 184:6, 184:24, 185:19, 186:15, 187:6, 187:14, 188:15, 189:11, 190:7, 224:11, 265:16, 268:14	210:3, 211:14, 215:3,
Law [2] - 161:12, 162:4	man [1] - 176:17	mindset [5] - 184:20, 185:12, 185:16, 185:18	216:25, 217:4, 218:7,
LAWRENCE [1] - 133:13	management [1] - 209:17	mine [2] - 212:2, 260:5	219:1, 221:6, 221:12,
lawsuit [7] - 161:6, 162:8, 163:14, 175:17, 182:23, 194:11, 222:23	mandatory [1] - 267:1	minimum [1] - 182:10	221:19, 222:13, 223:5,
lawsuits [1] - 216:18	March [13] - 201:21, 201:25, 202:11, 204:9, 207:7, 207:12, 220:19, 221:8, 221:16, 222:12, 222:13, 222:14, 223:11	minute [2] - 184:17, 231:10	223:14, 223:19, 223:21,
lawyer [1] - 267:14	Marcia [24] - 146:9, 147:19, 148:10, 148:25, 149:2, 149:19, 150:3, 150:17, 151:9, 151:15, 152:22, 154:23, 160:19, 163:15, 164:11, 182:20, 223:9, 224:23, 225:23, 230:5, 232:24, 241:18, 257:20	misconduct [1] - 269:25	223:24, 224:1, 225:15,
lean [1] - 220:4	mark [10] - 137:5, 210:1, 210:19, 215:4, 215:8, 215:10, 228:8, 229:16, 230:13, 232:18	misrepresentation [12] -	231:9, 233:25, 234:10,
leans [1] - 260:25	MARK [1] - 132:9	181:3, 181:8, 181:14, 181:25, 182:3, 183:5, 183:12, 183:14, 183:24, 184:1, 184:5, 185:1	234:25, 235:2, 243:7,
learn [1] - 246:16	Mark [1] - 133:8	misrepresented [1] - 184:2	245:21, 247:3, 247:10,
least [17] - 139:2, 139:9, 167:8, 182:8, 190:9, 222:9, 228:17, 228:18, 230:11, 234:17, 238:12, 244:17, 251:17, 252:10, 264:19, 267:17, 269:17	marked [15] - 151:21, 157:15, 206:3, 206:6, 209:25, 210:1, 210:2, 210:14, 211:5, 223:20, 223:21, 224:4, 231:2, 258:5	miss [3] - 252:16, 253:20, 260:21	248:19, 248:24, 249:14,
leave [2] - 164:7, 164:9	material [1] - 264:5	misconduct [1] - 269:25	249:22, 250:7, 250:20,
leaving [3] - 137:25, 138:15, 138:17	matter [5] - 170:4, 173:6, 204:17, 212:7, 224:11	misrepresentation [12] -	251:4, 251:10, 251:16,
left [14] - 134:14, 137:14, 137:17, 138:18, 138:21, 141:19, 142:10, 142:14, 143:20, 144:5, 145:20, 180:24, 226:1, 229:15	mean [18] - 144:17, 150:21, 152:3, 179:10, 182:2, 195:18, 205:11, 217:5, 222:3, 232:3, 232:7,	181:3, 181:8, 181:14, 181:25, 182:3, 183:5, 183:12, 183:14, 183:24, 184:1, 184:5, 185:1	252:3, 252:6, 252:14,
left-hand [1] - 226:1	mark [1] - 133:8	misrepresented [1] - 184:2	252:18, 252:22, 253:4,
legal [1] - 238:22	marked [15] - 151:21, 157:15, 206:3, 206:6, 209:25, 210:1, 210:2, 210:14, 211:5, 223:20, 223:21, 224:4, 231:2, 258:5	miss [3] - 252:16, 253:20, 260:21	253:10, 253:25, 254:4,
less [2] - 231:6, 231:7	material [1] - 264:5	misconduct [1] - 269:25	254:13, 254:19, 254:21,
letter [5] - 221:14, 242:13, 244:24, 244:25, 256:11	matter [5] - 170:4, 173:6, 204:17, 212:7, 224:11	misconduct [1] - 269:25	254:25, 255:6, 255:8,
letting [1] - 192:17	mean [18] - 144:17, 150:21, 152:3, 179:10, 182:2, 195:18, 205:11, 217:5, 222:3, 232:3, 232:7,	misconduct [1] - 269:25	255:9, 255:13, 255:16,
LEVITT [1] - 133:6	mean [18] - 144:17, 150:21, 152:3, 179:10, 182:2, 195:18, 205:11, 217:5, 222:3, 232:3, 232:7,	misconduct [1] - 269:25	255:21, 255:25, 256:6,
License [1] - 272:24	mean [18] - 144:17, 150:21, 152:3, 179:10, 182:2, 195:18, 205:11, 217:5, 222:3, 232:3, 232:7,	misconduct [1] - 269:25	256:12, 256:17, 257:3,
lie [7] - 155:2, 155:7, 155:9, 155:10, 160:4, 160:6, 160:8	mean [18] - 144:17, 150:21, 152:3, 179:10, 182:2, 195:18, 205:11, 217:5, 222:3, 232:3, 232:7,	misconduct [1] - 269:25	257:7, 264:14, 264:23,
life [1] - 243:19	mean [18] - 144:17, 150:21, 152:3, 179:10, 182:2, 195:18, 205:11, 217:5, 222:3, 232:3, 232:7,	misconduct [1] - 269:25	265:8, 265:15, 265:22,
lift [1] - 164:25	mean [18] - 144:17, 150:21, 152:3, 179:10, 182:2, 195:18, 205:11, 217:5, 222:3, 232:3, 232:7,	misconduct [1] - 269:25	268:17, 269:7, 269:13,
lifted [4] - 165:22, 165:25, 166:1	mean [18] - 144:17, 150:21, 152:3, 179:10, 182:2, 195:18, 205:11, 217:5, 222:3, 232:3, 232:7,	misconduct [1] - 269:25	270:1, 270:13, 270:20,
light [1] - 195:10	mean [18] - 144:17, 150:21, 152:3, 179:10, 182:2, 195:18, 205:11, 217:5, 222:3, 232:3, 232:7,	misconduct [1] - 269:25	271:2, 271:8, 271:9
likely [1] - 192:24	mean [18] - 144:17, 150:21, 152:3, 179:10, 182:2, 195:18, 205:11, 217:5, 222:3, 232:3, 232:7,	misconduct [1] - 269:25	MS [13] - 150:6, 162:15,
Line [4] - 152:23, 156:9,	mean [18] - 144:17, 150:21, 152:3, 179:10, 182:2, 195:18, 205:11, 217:5, 222:3, 232:3, 232:7,	misconduct [1] - 269:25	219:19, 223:18, 223:23,

## KEYWORD INDEX - KANDIL v. YURKOVIC, et al.

244:6	270:20	132:9	158:25, 168:15, 169:13,
NO [2] - 132:2, 133:24	NUSBAUM [2] - 132:19,	officers [4] - 174:8, 174:14,	224:9, 224:13, 224:16
nobody [2] - 209:9, 270:12	133:2	175:10, 175:22	Pages [1] - 153:16
none [3] - 205:15, 205:16,	O	OFFICERS [1] - 132:13	pages [8] - 132:9, 154:17,
253:6	O'CONNOR [14] - 133:9,	offices [1] - 132:19	155:15, 206:3, 210:4,
nonsense [1] - 234:19	150:6, 162:15, 219:19,	often [1] - 184:2	210:12, 210:13, 226:8
normal [3] - 178:24, 194:10,	223:18, 223:23, 235:1,	old [2] - 186:3, 229:18	paid [1] - 146:5
248:4	235:3, 247:11, 257:10,	once [5] - 138:7, 187:5,	paper [3] - 196:3, 197:4,
normally [3] - 157:8, 157:10,	257:11, 265:19, 265:23,	187:6, 199:14, 251:16	197:12
157:11	271:10	one [61] - 144:18, 144:20,	paragraph [1] - 259:2
notation [1] - 209:13	O'Connor [1] - 133:22	147:15, 149:8, 149:16,	parameters [2] - 134:10,
note [3] - 148:18, 222:6,	oath [3] - 134:11, 196:10,	149:17, 150:14, 158:9,	174:5
222:7	256:13	164:18, 165:5, 166:2,	part [21] - 135:20, 136:8,
notes [89] - 133:25, 148:9,	object [9] - 134:21, 135:5,	168:5, 168:16, 169:21,	141:20, 149:14, 149:15,
148:13, 158:20, 162:3,	135:6, 135:12, 136:3,	170:5, 170:12, 170:24,	151:12, 153:15, 182:24,
205:9, 205:10, 206:2,	136:6, 143:9, 143:16,	175:15, 185:10, 186:2,	198:23, 209:7, 209:14,
206:7, 206:9, 206:11,	171:2	186:4, 188:23, 192:6,	214:19, 214:22, 215:1,
206:16, 206:18, 206:20,	objected [2] - 135:19, 253:6	192:11, 195:2, 195:8,	217:22, 246:13, 252:8,
206:22, 206:24, 207:1,	objection [2] - 190:24, 192:9	210:1, 214:24, 217:10,	255:22, 256:25, 270:3
207:5, 207:10, 207:15,	objective [1] - 146:1	220:5, 229:10, 229:11,	particular [1] - 200:8
207:19, 207:21, 207:23,	obligated [1] - 172:15	231:21, 231:24, 232:12,	particularly [1] - 160:9
208:1, 208:4, 208:14,	obligation [6] - 171:7,	232:19, 235:15, 238:12,	parties [1] - 272:18
208:22, 208:24, 209:5,	171:11, 171:12, 171:17,	239:13, 243:2, 248:8,	partner [1] - 235:6
210:23, 211:8, 213:18,	171:24, 172:2	250:19, 252:8, 252:24,	parts [2] - 151:11, 154:15
213:22, 214:15, 215:13,	obligations [5] - 170:25,	258:9, 259:8, 259:10,	pay [2] - 189:16, 206:14
215:17, 220:5, 220:6,	171:2, 171:3, 171:13,	259:14, 260:15, 265:18	pending [4] - 149:12, 166:4,
220:18, 220:21, 220:22,	171:23	one's [2] - 195:8, 229:10	166:5, 218:7
221:2, 221:3, 221:4, 221:8,	obtained [1] - 240:14	open [2] - 183:17, 183:22	people [6] - 193:11, 209:2,
221:9, 221:13, 221:15,	obvious [2] - 250:9, 254:13	opens [1] - 215:20	219:23, 221:24, 226:25,
221:25, 222:15, 222:20,	obviously [10] - 134:10,	opinion [4] - 178:10, 236:15,	243:20
222:24, 223:2, 223:3,	135:22, 172:11, 187:17,	252:17, 269:8	per [1] - 158:25
223:7, 223:15, 225:21,	191:17, 203:25, 234:7,	opinions [2] - 168:23, 253:13	percent [1] - 194:6
226:1, 226:8, 227:7,	262:7, 262:14, 262:16	opportunity [3] - 152:4,	percentages [1] - 192:20
227:11, 227:14, 227:16,	occasions [1] - 163:16	152:24, 200:2	perhaps [8] - 173:9, 193:7,
227:17, 228:5, 230:12,	occur [5] - 141:11, 159:20,	opposed [3] - 243:5, 248:13,	200:19, 236:5, 244:8,
231:1, 231:7, 231:9,	159:22, 227:15	249:6	261:16, 261:20, 267:3
231:18, 232:17, 233:14,	occurred [16] - 148:7, 148:8,	opposite [1] - 268:9	period [4] - 220:23, 231:3,
233:22, 234:13, 240:18,	169:3, 191:20, 204:2,	option [11] - 165:4, 189:7,	258:15, 270:7
240:20, 240:25, 241:5,	212:9, 213:2, 224:21,	189:11, 189:12, 189:20,	person [2] - 158:23, 166:17
241:14, 241:17, 247:13,	224:22, 225:10, 225:22,	189:22, 192:13, 192:15,	pertaining [1] - 230:9
247:14, 247:21, 247:23,	226:19, 227:12, 227:17,	192:16, 200:6, 200:19	pgs [1] - 133:25
250:21, 252:11	270:3	options [31] - 135:3, 143:11,	phone [12] - 146:8, 148:19,
nothing [12] - 157:4,	occurs [1] - 244:22	143:23, 143:24, 144:4,	148:21, 148:25, 149:3,
164:20, 165:2, 176:10,	October [53] - 161:7, 162:7,	144:18, 144:20, 164:18,	149:11, 150:16, 182:21,
180:22, 192:4, 194:12,	162:15, 162:16, 205:21,	165:5, 172:22, 173:1,	209:16, 221:2, 222:1,
205:16, 215:11, 262:15,	205:24, 207:12, 207:18,	173:12, 173:13, 175:16,	223:8
272:10	209:15, 209:21, 210:18,	185:19, 185:21, 186:2,	photocopied [2] - 210:17
notice [6] - 165:15, 165:16,	211:11, 212:10, 217:16,	186:9, 186:21, 187:1,	phrase [3] - 176:5, 204:14,
169:2, 169:7, 176:9, 187:2	218:16, 219:25, 220:10,	187:6, 187:13, 187:25,	232:13
Notice [1] - 132:21	220:19, 222:10, 222:23,	188:15, 188:24, 190:6,	phrases [1] - 190:19
noticed [1] - 165:14	224:3, 230:15, 230:19,	190:8, 192:7, 192:12,	piece [3] - 196:3, 197:4,
notified [2] - 160:20, 199:14	231:12, 232:10, 232:21,	199:20, 199:22	197:12
November [89] - 134:15,	236:24, 241:7, 241:19,	ORAL [1] - 132:6	place [6] - 138:11, 232:23,
134:18, 143:20, 152:25,	241:22, 242:2, 242:4,	orally [1] - 240:15	233:16, 251:23, 251:24,
153:8, 154:18, 164:16,	243:23, 244:2, 248:2,	order [1] - 139:17	272:14
170:19, 172:4, 180:24,	248:7, 250:21, 250:23,	ordinary [1] - 212:5	placed [1] - 137:21
182:5, 183:1, 187:20,	251:11, 252:11, 252:19,	original [1] - 214:8	places [1] - 152:15
188:21, 189:23, 196:9,	254:8, 256:1, 265:25,	out-of-town [1] - 195:12	placing [1] - 135:7
196:15, 196:17, 207:19,	266:17, 267:19, 268:4,	outlined [1] - 151:16	plaintiff [2] - 204:7, 207:12
208:5, 208:8, 208:10,	268:10, 268:14, 269:15,	outrage [10] - 198:7, 249:14,	Plaintiffs [2] - 132:6, 133:3
208:15, 208:17, 209:13,	270:22, 270:24, 271:2	250:10, 251:12, 252:7,	plan [3] - 145:19, 145:25,
211:24, 217:16, 217:19,	Oels [3] - 133:12, 133:14,	252:9, 252:15, 252:24,	146:4
218:16, 218:19, 220:1,	133:14	253:2	plan" [1] - 145:25
220:10, 223:10, 232:6,	OELS [2] - 132:9, 132:10	outraged [8] - 197:24, 251:5,	plea [2] - 178:7, 178:9
232:14, 233:2, 234:6,	OF [4] - 132:1, 132:10, 132:7	251:6, 251:9, 252:9,	plead [1] - 178:2
236:23, 237:6, 237:9,	Off-the-record [1] - 151:19	252:13, 252:23, 253:6	PMS-2 [1] - 151:21
237:15, 238:1, 238:2,	offense [3] - 177:24, 178:1,	outrageous [1] - 254:14	point [34] - 141:6, 142:24,
238:3, 238:4, 238:10,	178:2	outside [3] - 135:1, 137:24,	145:19, 146:11, 148:4,
238:14, 238:20, 240:18,	offenses [2] - 177:25, 269:20	154:1	157:4, 159:15, 160:12,
241:2, 241:7, 241:19,	offered [1] - 254:19	overlapped [1] - 270:6	160:16, 160:18, 160:19,
241:23, 241:25, 242:1,	offering [1] - 254:21	overruled [2] - 247:5, 255:18	162:21, 166:10, 166:22,
243:24, 244:13, 245:8,	office [34] - 146:9, 148:10,	overview [1] - 234:17	171:16, 176:23, 181:12,
245:18, 245:19, 246:1,	148:14, 149:20, 153:17,	own [3] - 145:15, 236:12,	188:16, 191:18, 191:19,
246:3, 246:21, 247:4,	158:20, 158:22, 158:23,	252:8	203:18, 209:1, 216:9,
248:12, 249:6, 249:9,	159:8, 159:12, 159:23,	P	228:17, 237:3, 238:3,
249:15, 250:9, 252:19,	163:16, 164:11, 166:2,	P.A [2] - 132:20, 133:2	238:25, 239:12, 249:12,
253:11, 254:9, 254:15,	176:24, 177:2, 187:2,	P.C [1] - 133:7	250:4, 258:24, 259:6,
255:10, 257:12, 257:19,	188:7, 197:2, 204:6, 205:2,	P.m [1] - 132:21	261:20, 263:14
257:25, 261:5, 264:1,	238:7, 240:7, 244:20,	P.O [5] - 133:5, 133:8,	pointed [1] - 244:6
264:3, 267:19, 267:24,	259:10, 259:15, 259:16,	133:12, 133:14	Police [2] - 133:10, 198:18
268:3, 270:22, 270:24,	262:23, 263:1, 263:5,	page [6] - 151:13, 168:8,	POLICE [5] - 132:8, 132:8,
270:25, 271:5	267:21, 268:6, 270:6	210:6, 218:22, 231:19,	132:9, 132:10, 132:11
November/December [2] -	OFFICE [1] - 132:12	248:19	police [2] - 202:20, 269:25
190:1, 192:8	Office [2] - 239:5, 245:24	PAGE [2] - 133:17, 133:24	policy [7] - 140:13, 171:18,
null [2] - 202:7, 202:18	officer [2] - 139:19, 184:11	Page [12] - 151:14, 152:21,	172:7, 176:12, 191:6,
number [3] - 186:3, 186:6,	OFFICER [3] - 132:8, 132:8,	152:22, 156:9, 157:17,	202:8, 202:18
186:8			poor [1] - 170:8
numerous [2] - 163:16,			position [6] - 134:20, 155:4,

## KEYWORD INDEX - KANDIL v. YURKOVIC, et al.

171:23, 202:21, 202:24, 205:6	222:16	261:17	recess [6] - 206:1, 224:14, 226:9, 232:23, 233:25, 234:10
postponement [4] - 258:15, 258:17, 258:19, 259:1	Program [1] - 180:11	put [12] - 164:5, 171:22, 197:4, 197:11, 203:13, 203:15, 209:25, 213:13, 226:15, 251:22, 251:23, 256:9	revision [2] - 172:24, 172:25
potential [1] - 143:24	program [4] - 138:8, 178:24, 247:5, 255:18	putting [2] - 195:11, 226:16	recognize [2] - 175:19, 211:14
potentially [1] - 172:24	promise [1] - 178:19		recollect [1] - 225:18
preliminary [3] - 223:1, 236:3, 236:15	promised [5] - 156:13, 157:23, 164:13, 165:12, 178:17		recollection [33] - 139:4, 139:25, 153:10, 154:11, 154:22, 155:15, 155:22, 155:25, 160:7, 170:8, 170:10, 197:13, 211:2, 211:19, 211:22, 212:11, 212:14, 212:20, 218:17, 220:6, 220:8, 225:19, 225:20, 226:18, 229:24, 230:7, 237:13, 239:16, 247:9, 252:20, 256:4, 260:23, 264:17
premise [6] - 147:6, 164:6, 243:16, 250:11, 263:16, 263:22	proper [1] - 256:9		recommend [1] - 192:10
premising [1] - 143:4	prosecution [4] - 144:16, 177:24, 192:18, 258:17		recommendation [1] - 192:3
prep [4] - 247:13, 247:21, 247:23, 264:8	prosecutor [21] - 137:23, 145:4, 166:3, 170:23, 187:25, 192:4, 193:15, 195:22, 216:4, 216:6, 216:14, 216:20, 217:1, 217:6, 217:10, 217:11, 242:19, 247:4, 251:23, 269:24, 270:11		recommendations [1] - 140:22
preparation [2] - 179:19, 264:6	Prosecutor [1] - 255:18		recommended [1] - 192:11
prepare [23] - 141:21, 142:7, 142:17, 142:25, 143:21, 146:11, 146:15, 163:19, 163:21, 180:25, 181:4, 181:15, 181:23, 184:11, 184:16, 185:22, 185:24, 186:9, 187:15, 189:1, 189:6, 260:12, 260:13	Prosecutor's [3] - 239:5, 245:24, 263:21		record [41] - 135:7, 135:12, 135:13, 135:19, 135:22, 136:4, 136:6, 136:10, 136:14, 136:23, 136:24, 137:3, 137:5, 137:6, 137:11, 137:22, 151:18, 151:19, 153:13, 181:19, 201:15, 209:24, 210:8, 211:13, 221:6, 224:10, 224:18, 226:14, 227:19, 227:21, 227:22, 228:1, 228:22, 228:24, 228:25, 229:2, 229:13, 233:17, 257:20, 258:1
prepared [5] - 173:4, 173:16, 186:10, 187:17, 260:16	PROSECUTOR'S [1] - 132:12		recount [1] - 155:6
preparing [2] - 156:21, 199:24	prosecutors [2] - 191:12, 253:21		Reed [87] - 156:19, 163:2, 163:5, 167:7, 167:12, 186:17, 196:19, 197:10, 197:15, 197:22, 198:9, 198:24, 198:25, 199:8, 204:14, 204:20, 205:4, 205:6, 205:9, 206:7, 207:15, 207:19, 208:8, 211:10, 211:20, 212:5, 213:21, 217:11, 217:19, 217:25, 219:15, 220:1, 220:9, 221:10, 221:20, 221:25, 222:4, 224:20, 229:22, 229:25, 230:1, 232:24, 235:4, 235:8, 235:18, 240:9, 240:13, 240:14, 242:6, 243:25, 244:5, 244:17, 245:9, 245:23, 246:8, 247:12, 247:22, 248:1, 248:13, 248:21, 249:6, 250:20, 251:4, 251:9, 252:16, 253:20, 254:10, 260:9, 260:13, 260:19, 260:24, 260:25, 261:3, 262:22, 263:3, 263:4, 263:15, 263:20, 264:24, 265:2, 265:24, 266:8, 267:20, 268:3, 269:14, 271:4
present [5] - 135:2, 137:23, 137:24, 236:4	prospect [1] - 166:7		Reed's [12] - 134:9, 213:18, 214:15, 220:22, 227:16, 228:5, 230:12, 231:1, 232:17, 233:14, 248:22, 262:18
presented [3] - 134:17, 171:16, 172:3	protect [1] - 198:17		refer [2] - 151:14, 152:21
presiding [2] - 198:16, 198:17	prove [1] - 198:21		reference [15] - 213:17, 214:13, 224:13, 227:23, 228:2, 228:6, 231:2, 231:22, 232:9, 232:11, 233:5, 233:6, 233:7, 233:9, 234:22
press [10] - 141:5, 141:22, 143:3, 144:16, 144:22, 144:25, 145:7, 163:22, 164:17, 188:4	provide [7] - 143:2, 179:2, 182:6, 182:8, 182:11, 182:16, 204:22		referenced [2] - 214:5, 232:22
pressed [2] - 140:24, 187:25	provided [9] - 151:15, 177:3, 178:21, 179:6, 183:6, 190:2, 201:21, 209:21, 259:10		references [4] - 232:16, 232:17, 233:14, 233:15
presume [2] - 165:17, 173:4	providing [3] - 137:16, 180:1, 190:17		referred [2] - 156:8, 227:8
pretrial [9] - 178:23, 231:15, 231:20, 231:24, 232:3, 232:11, 232:19, 233:5, 242:4	PTI [98] - 134:18, 135:4, 135:20, 136:2, 136:8, 137:22, 138:8, 138:20, 139:6, 139:11, 139:21, 145:5, 146:2, 160:22, 161:23, 162:25, 165:10, 172:25, 177:6, 177:12, 177:14, 177:15, 177:16, 177:20, 177:21, 177:22, 178:6, 178:7, 178:13, 178:18, 178:22, 179:8, 179:12, 180:14, 183:4, 189:17, 190:18, 190:25, 191:3, 193:6, 193:10, 193:11, 194:9, 194:10, 194:12, 195:3, 207:11, 209:22, 210:19, 211:21, 212:1, 212:7, 212:16, 212:19, 212:24, 213:18, 214:14, 215:4, 215:7, 217:20, 219:9, 219:12, 226:11, 226:22, 226:24, 228:2, 228:6, 228:8, 229:7, 229:16, 230:4, 230:12, 231:14, 232:17, 242:6, 242:11, 242:17, 243:23, 244:2, 244:16, 245:8, 245:20, 246:9, 247:6, 251:12, 255:19, 262:24, 263:16, 263:22, 266:2, 266:10, 267:22, 268:6, 270:3, 270:15, 271:3		referring [3] - 152:22, 153:15, 157:15
prevail [1] - 192:21	public [7] - 140:13, 171:18, 172:7, 176:12, 191:6, 202:7, 202:18		
previously [8] - 134:3, 152:20, 165:23, 223:22, 224:4, 247:6, 258:5, 259:14	pull [2] - 235:22, 235:25		
printed [1] - 161:12	pulled [4] - 162:4, 206:10, 206:11, 206:13		
printouts [1] - 162:4	punished [2] - 195:13, 195:14		
prison [1] - 192:22	punitive [1] - 133:14		
privileged [1] - 147:3	purpose [2] - 203:23, 232:15		
probation [30] - 139:16, 139:19, 139:21, 140:1, 142:15, 158:25, 159:9, 159:14, 160:13, 160:20, 160:21, 164:15, 164:21, 165:9, 165:10, 172:25, 176:24, 177:7, 178:3, 178:4, 179:12, 179:21, 179:22, 195:22, 199:15, 201:10, 244:11, 254:19, 263:6, 263:11	puruant [2] - 132:21, 178:24		
Probation [2] - 221:14, 235:13	pursue [3] - 194:17, 204:4,		
problem [3] - 136:18, 168:10, 169:11			
problems [1] - 136:7			
procedure [2] - 178:25, 248:4			
proceed [1] - 236:1			
proceeded [1] - 202:17			
proceeding [3] - 134:7, 230:14, 230:19			
proceedings [3] - 224:3, 258:20, 259:1			
process [3] - 140:1, 161:5, 218:10			
processes [2] - 193:24, 193:25			
produce [1] - 206:21			
produced [5] - 206:5, 206:23, 210:4, 222:11, 222:16			

## KEYWORD INDEX - KANDIL v. YURKOVIC, et al.

9

reflects [1] - 229:4	representatives [1] - 164:11	177:24, 181:13, 193:7,	Silva [40] - 146:9, 147:19,
refresh [6] - 153:10, 154:22,	representing [1] - 183:18	194:9, 214:19, 215:1,	148:10, 148:25, 149:2,
155:15, 155:22, 155:25,	request [7] - 177:2, 189:14,	269:19	149:19, 150:3, 150:17,
260:22	191:7, 191:8, 211:25,	secretary [6] - 148:14,	151:15, 154:23, 156:4,
refreshes [1] - 154:10	222:9, 254:12	148:16, 148:24, 260:3,	158:21, 159:6, 159:13,
regard [1] - 136:18	requested [3] - 182:4,	260:4	160:19, 164:11, 166:18,
regarding [22] - 167:3, 167:5,	212:23, 270:3	section [1] - 227:7	166:23, 167:2, 167:15,
167:15, 190:16, 201:25,	requesting [1] - 148:16	See [2] - 193:15, 250:24	168:15, 169:3, 182:20,
204:8, 204:23, 207:2,	requests [2] - 189:16, 206:12	see [47] - 140:23, 141:4,	209:7, 223:9, 224:23,
207:17, 207:20, 208:1,	required [2] - 146:2, 199:15	141:21, 143:1, 143:2,	225:23, 226:25, 227:3,
208:14, 210:18, 211:11,	requirement [2] - 212:6,	144:15, 144:21, 146:7,	230:5, 232:25, 239:10,
212:15, 212:16, 213:18,	212:15	152:18, 157:11, 167:17,	241:19, 255:18, 257:12,
214:14, 217:20, 219:16,	requiring [1] - 171:9	177:15, 189:17, 191:13,	257:21, 259:10, 259:16
220:10, 270:15	Res [1] - 219:4	192:4, 192:22, 193:8,	Silva's [9] - 151:9, 151:22,
regards [1] - 269:19	research [25] - 145:21,	200:3, 200:6, 201:5,	152:22, 154:15, 163:15,
regret [1] - 166:10	146:3, 148:3, 148:8, 162:2,	205:13, 210:21, 215:22,	169:14, 169:25, 199:7,
rehash [1] - 141:17	163:3, 222:20, 222:24,	218:25, 220:4, 220:24,	248:22
rejected [1] - 242:17	223:6, 235:16, 236:4,	222:10, 223:13, 223:15,	simple [2] - 169:12, 243:19
rejection [1] - 249:1	236:15, 237:5, 237:16,	224:9, 226:25, 227:1,	simply [2] - 191:9, 212:18
relate [1] - 222:16	237:19, 238:22, 239:3,	227:24, 230:22, 230:23,	sit [3] - 161:8, 198:3, 200:18
relates [1] - 156:4	239:6, 239:17, 251:20,	231:18, 232:5, 232:9,	sits [1] - 194:15
relation [1] - 236:23	252:2, 253:12, 253:14,	234:2, 242:18, 248:17,	sitting [3] - 147:7, 148:23,
relationship [1] - 269:18	254:11, 254:15	250:5, 256:8, 256:9,	170:24
relative [6] - 151:2, 237:17,	research" [1] - 237:7	261:20, 261:24, 264:18	situation [4] - 140:12,
240:10, 240:22, 272:17,	resolve [1] - 249:10	seeing [3] - 173:7, 190:17,	216:16, 253:9, 270:2
272:19	respect [8] - 135:4, 151:1,	220:6	slash [1] - 231:17
relay [1] - 246:22	151:7, 162:22, 168:13,	seeking [2] - 162:23, 165:10	slip [2] - 190:18, 190:24
relayed [1] - 156:3	193:20, 230:8, 239:3	send [5] - 158:5, 158:10,	solidified [4] - 186:21, 187:1,
Release [1] - 166:4	respond [1] - 170:11	158:12, 158:15, 158:17	187:6, 187:14
release [98] - 135:20, 136:3,	responded [1] - 220:14	sending [1] - 160:12	someone [3] - 138:10, 195:4,
137:16, 138:2, 140:4,	response [2] - 201:19,	sense [11] - 141:25, 146:5,	260:10
140:12, 141:25, 142:17,	201:20	162:6, 167:20, 189:25,	sometimes [3] - 205:11,
146:15, 146:20, 147:10,	responsive [1] - 140:17	204:1, 204:10, 209:16,	219:21, 219:23
147:23, 150:17, 151:1,	result [17] - 146:23, 147:1,	213:5, 231:21, 234:15	somewhat [9] - 140:16,
158:10, 162:18, 163:9,	147:8, 155:14, 163:15,	sent [5] - 158:24, 159:9,	156:7, 178:24, 178:25,
164:7, 164:12, 166:14,	164:1, 164:6, 164:10,	159:13, 222:15, 263:9	205:5, 233:11, 238:16,
167:6, 171:9, 179:3, 179:6,	164:15, 165:16, 165:24,	sentence [3] - 166:6, 192:21,	239:14, 260:14
179:20, 180:1, 180:9,	176:23, 179:19, 180:1,	255:3	somewhere [2] - 244:19,
180:25, 181:4, 181:16,	180:8, 209:4, 209:5	256:1	256:1
181:23, 182:5, 182:16,	results [2] - 172:23, 193:2	soon [1] - 262:12	sooner [1] - 236:21
183:2, 184:11, 184:17,	resumes [1] - 224:17	sorry [4] - 159:1, 205:23,	sorry [4] - 190:9, 209:8,
184:22, 184:25, 185:22,	reveal [1] - 148:21	229:21, 240:13	215:10, 223:1
185:24, 186:9, 186:10,	revealed [1] - 234:1	sort [4] - 190:9, 209:8,	sought [1] - 192:5
187:3, 187:15, 187:18,	review [6] - 137:5, 205:10,	215:10, 223:1	SPAGNOLA [5] - 133:6,
188:1, 188:5, 188:8, 189:1,	205:11, 207:14, 208:4,	133:7, 223:19, 224:1,	133:7, 223:19, 224:1,
189:6, 189:8, 189:16,	221:10	234:25	234:25
189:22, 190:5, 190:17,	reviewed [2] - 206:13,	Spagnola [2] - 133:21,	Spagnola [2] - 133:21,
191:5, 191:13, 191:19,	248:15	199:10	199:10
192:5, 194:14, 194:20,	reviewing [1] - 264:4	sparse [1] - 215:22	sparse [1] - 215:22
194:22, 195:4, 199:15,	reviews [1] - 247:14	speaking [7] - 140:11,	speaking [7] - 140:11,
199:24, 201:12, 202:1,	reward [1] - 202:20	149:23, 163:24, 164:4,	149:23, 163:24, 164:4,
202:2, 202:5, 202:7, 203:5,	rid [1] - 216:17	213:21, 225:9, 248:11	213:21, 225:9, 248:11
204:8, 204:15, 207:11,	Ridgefield [1] - 132:25	speaks [6] - 210:9, 213:16,	speaks [6] - 210:9, 213:16,
220:20, 222:14, 222:16,	rights [9] - 175:21, 194:11,	213:20, 214:12, 214:17,	213:20, 214:12, 214:17,
223:12, 229:6, 235:14,	203:19, 203:20, 203:21,	214:24	214:24
235:17, 237:17, 238:21,	203:22, 203:23, 204:5,	special [1] - 183:21	special [1] - 183:21
239:3, 239:6, 239:17,	265:4	specific [10] - 196:5, 206:11,	specific [10] - 196:5, 206:11,
240:22, 249:15, 250:8,	risk [1] - 176:18	207:2, 213:2, 213:5, 221:3,	207:2, 213:2, 213:5, 221:3,
259:7, 259:17, 260:12,	ROBERT [4] - 132:8, 133:3,	240:4, 249:8, 271:7	240:4, 249:8, 271:7
260:13, 260:19, 261:4,	133:18, 272:8	specifically [15] - 156:9,	specifically [15] - 156:9,
268:18	room [2] - 199:11, 266:25	190:4, 190:15, 205:20,	190:4, 190:15, 205:20,
releases [3] - 142:1, 142:4	ROTHSCHILD [1] - 133:6	207:17, 208:6, 230:21,	207:17, 208:6, 230:21,
relevance [1] - 153:23	routine [1] - 139:7	230:22, 232:11, 256:6,	230:22, 232:11, 256:6,
relief [3] - 186:7, 187:8,	ruled [1] - 147:3	258:8, 259:23, 259:25,	258:8, 259:23, 259:25,
199:25	rules [6] - 154:1, 154:2,	260:8, 266:13	260:8, 266:13
remained [1] - 199:23	193:12, 193:16, 232:7,	specificity [1] - 230:7	specificity [1] - 230:7
remember [21] - 150:11,	233:3	specifcics [1] - 230:9	specifcics [1] - 230:9
150:13, 188:14, 190:15,	Rumery [1] - 236:16,	spend [1] - 198:20	spend [1] - 198:20
209:6, 212:13, 212:18,	236:20, 236:25, 237:8,	spending [1] - 194:18	spending [1] - 194:18
213:6, 220:16, 220:17,	237:14, 237:19, 237:20,	spent [2] - 194:7, 262:9	spent [2] - 194:7, 262:9
239:24, 240:17, 240:19,	238:7, 238:23, 239:11,	spirals [1] - 148:22	spirals [1] - 148:22
240:25, 257:24, 260:1,	240:5	split [1] - 260:16	split [1] - 260:16
260:20, 265:13, 269:3	run [2] - 254:16, 255:2	spoken [3] - 163:11, 164:2,	spoken [3] - 163:11, 164:2,
remembering [1] - 160:8	runs [1] - 229:17	191:21	191:21
render [2] - 169:25, 170:3	 <b>S</b>	square [1] - 166:2	square [1] - 166:2
repeat [3] - 141:10, 147:17,	 sat [1] - 256:20	staff [6] - 182:9, 182:14,	staff [6] - 182:9, 182:14,
170:20	 satisfied [1] - 178:4	182:18, 221:22, 222:1,	182:18, 221:22, 222:1,
rephrase [5] - 143:17, 155:3,	 save [2] - 174:22, 176:13	223:9	223:9
159:3, 159:4, 180:7	 saw [8] - 179:7, 196:3, 196:9,	stages [1] - 239:1	stages [1] - 239:1
report [2] - 139:20, 139:21	199:5, 201:7, 211:5, 211:7,	stand [2] - 177:25, 262:19	stand [2] - 177:25, 262:19
Reporter [2] - 149:13, 214:10	223:3	standard [4] - 242:17,	standard [4] - 242:17,
REPORTERS [1] - 132:23	 scary [1] - 193:6	242:21, 242:23, 243:1	242:21, 242:23, 243:1
Reporters [1] - 132:24	 scenario [2] - 268:24, 269:12	standing [1] - 260:1	standing [1] - 260:1
represent [1] - 183:17	 scheduled [1] - 219:16	start [4] - 134:16, 151:13,	start [4] - 134:16, 151:13,
representation [3] - 182:15,	 second [9] - 166:3, 176:7,	186:17, 199:6	186:17, 199:6
183:22, 187:16	 representative [3] - 158:22,		
representative [3] - 158:22,			
159:8, 223:10			

## KEYWORD INDEX - KANDIL v. YURKOVIC, et al.

started [1] - 264:9  
 starting [1] - 227:15  
 starts [2] - 199:6, 210:5  
 state [2] - 192:21, 253:22  
 State [15] - 132:19, 143:3, 165:9, 176:25, 178:14, 178:17, 178:21, 180:5, 180:9, 193:12, 202:17, 202:20, 266:23, 272:5, 272:24  
 State's [2] - 178:18, 179:11  
 statement [6] - 156:8, 156:14, 157:14, 183:4, 250:17, 267:16  
 statements [1] - 157:11  
 STATES [1] - 132:1  
 states [2] - 155:4, 168:15  
 status [8] - 209:19, 211:17, 218:18, 218:21, 218:25, 227:16, 233:5, 248:17  
 statute [1] - 162:7  
 stay [3] - 179:21, 213:3, 213:4  
 STEIN [2] - 132:19, 133:2  
 stenographic [2] - 229:2, 229:13  
 stenographically [1] - 272:13  
 step [1] - 161:5  
 steps [2] - 223:1, 259:9  
 still [9] - 134:11, 159:21, 183:11, 195:19, 203:5, 204:4  
 STONE [30] - 133:12, 136:22, 137:2, 156:24, 157:4, 157:6, 162:14, 167:1, 167:5, 167:11, 167:24, 168:7, 168:9, 180:23, 184:8, 186:1, 194:23, 195:1, 199:13, 206:4, 207:7, 209:24, 217:4, 221:19, 235:2, 270:1, 270:13, 270:20, 271:2, 271:8  
 stone [3] - 133:20, 168:14, 184:15  
 story [1] - 264:25  
 straight [1] - 253:16  
 straighten [1] - 249:17  
 strategy [20] - 134:20, 135:5, 135:22, 138:1, 141:1, 141:2, 141:20, 142:2, 142:16, 142:18, 142:20, 142:24, 143:5, 143:7, 143:10, 143:14, 143:22, 144:3  
 strategy" [1] - 143:17  
 street [1] - 140:8  
 stricken [1] - 162:24  
 strike [8] - 134:16, 162:13, 170:17, 187:5, 190:13, 227:7, 232:16, 266:7  
 strong [2] - 213:12, 246:11  
 stuck [1] - 243:18  
 study [1] - 161:9  
 stuff [6] - 139:15, 186:16, 203:11, 205:16, 253:7, 253:16  
 subject [4] - 144:12, 161:6, 167:9, 170:4  
 subjecting [1] - 173:1  
 subjects [3] - 162:12, 223:17  
 submitted [2] - 173:18, 187:18  
 subsequent [6] - 158:21, 179:17, 182:12, 182:22, 209:16, 264:2  
 subsequently [1] - 135:8  
 substance [5] - 147:4, 161:1, 161:3, 204:10, 222:3  
 substantial [1] - 257:16  
 Succasunna [2] - 132:20, 134:2  
 successful [1] - 266:10  
 successfully [1] - 178:3  
 sue [4] - 174:7, 174:14, 175:9, 175:22  
 Sue [34] - 156:19, 186:17

196:16, 197:7, 197:10, 199:8, 207:19, 208:8, 211:10, 211:19, 212:5, 213:18, 213:20, 214:15, 217:11, 217:18, 217:25, 219:15, 220:1, 220:8, 220:22, 221:10, 221:20, 221:25, 222:3, 230:1, 230:12, 247:22, 250:20, 251:2, 251:9, 260:8, 260:9  
 suggest [8] - 168:19, 176:13, 215:20, 215:25, 217:9, 231:16  
 suggested [21] - 140:20, 167:20, 169:22, 170:5, 201:21, 213:17, 214:6, 214:13, 215:12, 215:23, 216:4, 216:6, 217:7, 217:25, 218:4, 218:14, 228:18, 228:19, 230:10, 264:20, 265:3  
 suggesting [3] - 150:4, 153:9, 208:16  
 suggestion [6] - 167:16, 168:2, 170:13, 215:22, 265:5, 265:11  
 suggests [5] - 216:3, 216:5, 216:11, 216:16, 218:20  
 suit [47] - 168:17, 169:17, 173:14, 210:19, 211:20, 212:1, 212:16, 212:23, 213:18, 214:14, 214:25, 215:5, 215:9, 215:13, 215:23, 216:7, 217:23, 218:1, 218:4, 218:15, 220:11, 227:5, 228:3, 228:7, 228:18, 229:5, 229:16, 230:2, 230:3, 230:13, 232:18, 246:9, 250:21, 250:23, 251:6, 251:13, 261:18, 263:16, 263:22, 264:22, 266:1, 266:6, 266:9, 267:23, 268:5, 270:16, 271:3  
 suit" [2] - 228:9, 231:15  
 suit's [1] - 228:13  
 summary [2] - 202:24, 262:9  
 SUPERIOR [1] - 132:23  
 SUPERVISING [1] - 132:13  
 suppose [1] - 242:19  
 supposed [2] - 146:6, 190:2  
 surprise [2] - 269:13, 269:16  
 surprised [3] - 140:16, 144:7, 269:22  
 Susan [32] - 134:9, 196:19, 197:15, 197:22, 198:9, 198:24, 198:25, 204:14, 204:20, 205:3, 205:6, 205:9, 206:7, 206:10, 224:20, 229:22, 229:24, 231:1, 235:4, 235:8, 235:18, 244:17, 245:9, 245:23, 246:8, 248:21, 249:6, 260:12, 261:3, 267:20, 269:14, 271:4  
 SUSAN [1] - 133:9  
 swom [2] - 134:3, 272:9

T

taker [2] - 222:6, 222:7  
 talks [2] - 157:11, 248:19  
 tank [1] - 254:17  
 ten [5] - 153:7, 165:6, 170:24, 176:18, 200:4  
 ten-year [1] - 170:24  
 term [4] - 165:10, 171:8, 172:25, 178:3  
 terminate [8] - 160:21, 165:10, 179:8, 179:11, 180:10, 182:12, 262:24, 263:6  
 termination [2] - 176:9, 179:24  
 terms [7] - 155:5, 178:4, 179:9, 190:10, 237:22, 237:23, 237:24  
 testified [11] - 134:3, 134:25, 169:19, 175:8, 175:20, 196:10, 196:11, 211:22, 236:18, 259:14  
 testify [4] - 160:3, 247:6, 256:13, 272:9  
 testifying [1] - 152:8  
 testimony [13] - 141:17, 151:10, 154:7, 167:9, 168:15, 168:24, 169:14, 170:1, 170:3, 199:7, 244:22, 256:3, 272:12  
 Thanksgiving [2] - 153:6, 192:1  
 THE [101] - 136:25, 137:4, 153:25, 157:2, 157:5, 157:9, 167:4, 167:7, 167:17, 167:25, 168:5, 171:12, 171:20, 172:10, 172:17, 180:12, 180:15, 184:13, 184:19, 184:23, 185:2, 185:5, 185:8, 185:11, 185:14, 185:17, 185:23, 191:1, 193:3, 193:15, 193:22, 194:4, 196:11, 196:13, 196:18, 196:21, 196:24, 197:3, 197:8, 197:13, 197:19, 197:25, 198:3, 198:13, 198:25, 199:3, 200:9, 201:8, 201:17, 211:16, 215:6, 217:2, 219:21, 221:17, 223:13, 223:15, 247:8, 248:21, 249:19, 249:24, 250:14, 250:24, 251:8, 251:14, 251:25, 252:4, 252:12, 252:16, 252:20, 253:1, 253:8, 253:19, 254:2, 254:6, 254:10, 254:16, 254:20, 254:23, 255:2, 255:12, 255:15, 255:20, 255:24, 256:4, 256:10, 256:15, 256:19, 257:4, 257:8, 264:16, 265:5, 265:12, 265:17, 265:20, 268:22, 269:11, 269:21, 270:5, 270:17, 270:23, 271:6  
 theirs [2] - 248:23, 248:25  
 therefore [8] - 145:18, 148:2, 155:20, 156:1, 169:19, 175:15, 176:3, 240:12, 254:25  
 thereto [3] - 151:2, 179:1, 264:2  
 thing's [1] - 230:25  
 thinking [2] - 161:13, 195:8  
 Third [1] - 203:2  
 third [10] - 177:25, 189:7, 189:11, 189:12, 218:22, 230:24, 231:13, 233:23, 234:8, 269:19  
 this" [1] - 163:6  
 thoughts [1] - 166:25  
 threatened [3] - 179:3, 179:5, 183:3  
 three [20] - 141:11, 146:17, 164:18, 165:5, 185:18, 185:21, 186:8, 186:9, 187:1, 187:6, 187:13, 187:25, 188:15, 190:6, 190:7, 206:3, 210:4, 210:17, 253:25, 254:7  
 throughout [2] - 161:19, 198:8  
 throw [2] - 160:14, 194:11  
 thrown [2] - 183:4, 202:16  
 Thursday [1] - 132:20  
 tied [1] - 192:8  
 today [22] - 148:23, 151:10, 151:25, 152:9, 161:25, 168:25, 169:4, 169:5, 169:17, 169:20, 198:4, 200:19, 217:13, 227:3, 255:17, 256:18, 263:14, 263:18, 263:20, 264:15, 264:24, 265:2  
 today's [1] - 206:6  
 together [1] - 191:24

## KEYWORD INDEX - KANDIL v. YURKOVIC, et al.

11

undoubtedly [1] - 190:7	waived [1] - 215:24	268:22, 269:11, 269:21,
unequivocally [1] - 185:21	waiver [28] - 211:20, 211:25,	270:5, 270:17, 270:23,
unethical [8] - 140:14,	212:15, 212:23, 213:17,	271:6
144:12, 144:24, 145:8,	214:14, 215:12, 216:6,	woman [1] - 166:18
172:8, 172:9, 191:15,	217:7, 217:23, 218:1,	wonder [1] - 166:19
253:22	218:4, 218:14, 220:11,	wondering [1] - 147:6
unfair [1] - 191:10	228:2, 228:7, 228:18,	word [16] - 141:3, 143:14,
unfolded [1] - 266:15	229:5, 230:2, 230:3, 251:6,	143:17, 145:25, 165:14,
unheard [1] - 212:3	251:13, 263:16, 263:22,	176:7, 176:12, 197:11,
unique [1] - 205:6	265:3, 266:1, 270:15,	212:2, 212:4, 218:13,
Unit [1] - 270:10	271:3	231:4, 231:16, 269:6,
UNITED [1] - 132:1	waiving [2] - 227:5, 250:22	269:7
unless [1] - 225:25	walk [3] - 138:7, 138:15,	words [16] - 134:24, 177:23,
unlikely [3] - 157:2, 263:13,	161:15	183:9, 190:1, 191:10,
267:10	walked [9] - 137:24, 138:8,	203:14, 215:20, 217:9,
unrelated [1] - 207:5	138:23, 143:11, 161:22,	220:17, 226:15, 226:16,
unsure [1] - 140:15	161:25, 181:18, 196:2,	229:15, 246:18, 247:13,
untrue [2] - 170:1, 170:3	196:9	256:22, 268:11
unusual [6] - 192:1, 211:25,	walking [1] - 140:7	works [3] - 205:6, 260:8,
212:2, 213:9, 233:11,	wants [4] - 200:5, 200:13,	261:22
233:13	204:13, 247:15	worried [1] - 200:15
up [55] - 139:17, 139:19,	waste [1] - 153:25	writes [2] - 156:19, 247:14
139:22, 146:1, 162:7,	ways [1] - 204:25	writing [6] - 156:17, 156:18,
162:20, 163:12, 163:13,	weak [1] - 269:7	157:3, 157:18, 157:22,
164:21, 168:6, 169:15,	week [7] - 201:7, 230:24,	235:24
171:17, 174:7, 174:14,	233:23, 234:8, 246:20,	written [4] - 145:3, 210:12,
175:9, 175:21, 186:23,	256:18, 256:24	210:13, 217:8
193:12, 193:16, 194:5,	weeks [4] - 146:17, 153:7,	
195:22, 196:20, 196:22,	253:25, 254:7	
196:25, 199:22, 215:20,	West [2] - 161:12, 162:4	
217:10, 217:12, 217:13,	wet [2] - 170:21, 170:22	
221:8, 223:10, 223:17,	whatsoever [1] - 162:3	
224:12, 228:13, 229:17,	wherein [3] - 150:17, 158:22,	
231:19, 234:5, 235:22,	164:22	
238:24, 248:11, 250:9,	whole [14] - 140:12, 161:6,	
254:7, 254:17, 255:2,	175:14, 181:10, 195:15,	
262:19, 263:14, 263:17,	204:19, 215:20, 216:19,	
263:20, 264:15, 265:2,	230:25, 250:10, 259:2,	
267:24, 269:4, 270:11,	261:13, 272:10	
271:3	wife [1] - 132:5	
up-to-date [1] - 224:12	wiggle [1] - 266:25	
uphold [1] - 202:19	WILLIAM [3] - 132:9, 132:10,	
upset [1] - 143:18	133:5	
utilize [1] - 204:13	William [3] - 133:12, 133:14,	
utilized [2] - 204:12, 205:12	133:14	
	willing [1] - 169:16	
V	willingness [1] - 269:15	
vague [2] - 160:15, 167:10'	win [1] - 194:16	
valid [1] - 175:12	window [3] - 189:7, 189:11,	
validity [1] - 235:17	189:13	
vanished [1] - 164:19	winning [1] - 194:18	
various [3] - 151:16, 172:22,	withdraw [2] - 177:10,	
247:24	201:22	
venue [2] - 166:9, 166:12	withdrawning [1] - 176:25	
version [2] - 155:1, 194:2	withdrawn [1] - 180:9	
view [2] - 178:18, 179:1	witness [1] - 143:15	
viewed [1] - 195:15	WITNESS [102] - 133:17,	
violated [1] - 203:20	136:25, 137:4, 153:25,	
violating [1] - 177:7	157:2, 157:5, 157:9, 167:4,	
violation [1] - 179:6	167:7, 167:17, 167:25,	
voice [1] - 143:18	168:5, 171:12, 171:20,	
void [5] - 175:14, 191:6,	172:10, 172:17, 180:12,	
202:7, 202:18, 253:23	180:15, 184:13, 184:19,	
voidability [1] - 239:22	184:23, 185:2, 185:5,	
VOLUME [1] - 132:9	185:8, 185:11, 185:14,	
voluntary [4] - 176:4, 176:7,	185:17, 185:23, 191:1,	
176:10, 176:13	193:3, 193:15, 193:22,	
voluntary" [1] - 176:6	194:4, 196:11, 196:13,	
volunteer [2] - 218:11,	196:18, 196:21, 196:24,	
218:14	197:3, 197:8, 197:13,	
volunteering [1] - 218:11	197:19, 197:25, 198:3,	
vs [1] - 165:9	198:13, 198:25, 199:3,	
	200:9, 201:8, 201:17,	
W	211:16, 215:6, 217:2,	
wait [6] - 138:10, 143:1,	219:21, 221:17, 223:13,	
191:13, 194:8, 213:8,	223:15, 247:8, 248:21,	
261:24	249:19, 249:24, 250:14,	
wait-and-see [1] - 261:24	250:24, 251:8, 251:14,	
waited [3] - 253:25, 254:6,	251:25, 252:4, 252:12,	
271:4	252:16, 252:20, 253:1,	
waive [17] - 186:14, 210:19,	253:8, 253:19, 254:2,	
214:25, 215:5, 215:9,	254:6, 254:10, 254:16,	
228:9, 228:13, 229:16,	254:20, 254:23, 255:2,	
230:13, 231:14, 232:18,	255:12, 255:15, 255:20,	
246:9, 250:21, 266:6,	255:24, 256:4, 256:10,	
266:9, 267:22, 268:5,	256:15, 256:19, 257:4,	
	257:8, 264:16, 265:5,	
	265:12, 265:17, 265:20,	